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EMPLOYMENT REVIEW

ECONOMICS AND RESEARCH BRANCH

Employment and Unemployment, July

Between June and July employment rose by 167,000, a somewhat greater than seasonal increase. The employment situation has been generally firm since the late winter months.

Unemployment decreased by an estimated 16,000 to 354,000, which was 24,000 higher than a year earlier.

In the week ended July 22, the labour force was estimated at 6,743,000; a month earlier, the estimate was 6,592,000 and a year earlier it was also 6,592,000. Employment was estimated at 6,389,000, compared with 6,222,000 a month earlier and 6,262,000 a year earlier. Unemployment was estimated at 354,000, compared with 370,000 in June and 330,000 in July 1960.

Employment

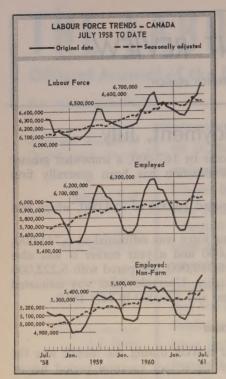
The main development in the labour market during the month was the influx of about 190,000 young people as the school vacation period began. This was partly offset by the temporary withdrawal of a significant number of married women from the labour force. Most of the additional workers were absorbed into agriculture and trade. Seasonal requirements of agriculture in July were somewhat smaller than in previous years, but nevertheless accounted for about half of the net employment increase. Employment increased more than seasonally in trade and manufacturing and was moderately firmer in construction. The main offsetting decrease during the month was the usual seasonal decline in service, in which employment fell by 41,000.

Of the estimated 6,389,000 employed in July, 4,681,000 were men and 1,708,000 women. In the preceding month, employed men totalled 4,523,000; women, 1,699,000. The employment total in July 1960 was made up of 4,655,000 men and 1,607,000 women. Agriculture provided 792,000 jobs, and 5,597,000 jobs were in nonfarm industries.

In July, non-agricultural employment was up 3 per cent over the year, a net result of many ups and downs among individual industry groups. The main strength continued to be provided by the service industry, in which employment was 6 per cent higher than last year. Employment was also higher in manufacturing, trade and finance. On the other hand, it declined over the year in construction, transportation and mining.

Of the 127,000 increase in employment over the year, 101,000 were women and 26,000 were men.

Over the month, the increase in employment was well distributed among the five regions. Over the year, there was no change in Quebec, but a 6-per-cent gain in the Atlantic region. In the remaining regions, the year-to-year increases were close to the national average of 2 per cent.



Unemployment

The estimated number unemployed in July was 16,000 less than in June. This relatively small change is typical of this time of year. The closing of schools was reflected in an increase in the number of teen-age job-seekers, an increase more than offset by decreases in other age groups.

The unemployment total, an estimated 354,000, was made up of 21,000 on temporary layoff and 333,000 without work and seeking work. Of this latter figure, 310,000 were seeking full-time work and 23,000 part-time work.

More than three fifths of the unemployed had been out of work for three months or less. Another 14 per cent had been unemployed for four to six months and 23 per cent had been unemployed for more than six months. Long-term unemployment continued higher than a year earlier.

The July unemployment total was 5.2 per cent of the labour force compared with 5.0 per cent a year earlier.

Regional Summaries

Employment in the Atlantic region increased by an estimated 24,000 between June and July, and by 32,000 over the year. This was somewhat greater than the corresponding gains in recent years and marked the second consecutive month in which the increase was more than seasonal. The advance from June was fairly widespread with sizable gains taking place in agriculture, manufacturing, construction and trade. In manufacturing and trade, the employment gains were larger than usual for the month. The railway car industry began rehiring during July and employment in iron and steel manufacturing continued to expand. Employment either held firm or increased slightly in most other manufacturing industries. Coal mining employment declined during the month, after closure of the Florence Colliery.

Most of the year-to-year gain occurred in the service industry. Manufacturing employment was a little higher than last year; small increases took place in a fairly wide range of industries. Iron and steel plants, however, continued to operate at a lower level than last year, and employment in the coal mining industry was substantially lower. In construction and forestry it showed little year-to-year change.

In the week ended July 22, the labour force in the Atlantic was estimated at 629,000, employment at 586,000 and unemployment at 43,000. Unemployment was 6,000 lower than in June but 11,000 higher than in July 1960. Unemployment in July represented 6.8 per cent of the labour force compared with 5.5 per cent a year earlier.

Employment in the Quebec region increased by 48,000 between June and July, close to seasonal expectations. Most of the increases took place in agriculture and trade. Lesser gains occurred in manufacturing and construction. Little change was apparent in forestry, but hiring for summer pulp-cutting programs had begun in many areas.

The employment level in July was virtually the same as a year earlier. The main strength in the region continued to be in the trade, finance and service industries. Mining employment was up over the year, as a result of increased activity in gold and nonmetallic sectors of the industry; moderately higher employment levels have been maintained in the textile and other nondurable goods industries. In most durable goods industries, employment demand has strengthened recently, although employment levels were well down from last year. This was also true of all parts of construction, although considerable increases in residential construction have been reported in many parts of the province.

In the week ended July 22, the labour force in Quebec was estimated at 1,855,000, employment at 1,733,000 and unemployment at 122,000. Unemployment was virtually the same as a year earlier but 17,000 lower than in June. Unemployment fell to 6.6 per cent of the labour force in July, compared with 6.5 per cent a year earlier.

Employment in **Ontario** expanded seasonally between June and July. The estimated 2,345,000 employed in July was 38,000 higher than in the previous month; men accounted for all of this increase. Employment expansion was centred in agriculture; non-agricultural employment showed little change. Employment increases in trade and construction offset declines in the service and mining industries. In manufacturing, although a number of large plants shut down for retooling, total employment did not change significantly from the previous month. Some hiring occurred in electrical apparatus and supplies, rubber and primary iron and steel plants. Sawmills and pulp and paper mills were extremely busy during the month and employment in food and beverages, textile and furniture industries remained steady. Automobile plants closed down for the changeover period a couple of weeks earlier than usual, and reports indicated an early start on the production of 1962 models. During the month there were large layoffs in the agricultural implement industry.

Non-agricultural employment was up some 66,000 from a year earlier, while agriculture showed a decline of 15,000. Service and trade accounted for most of the year-to-year gain in employment, more than offsetting declines in mining, forestry, durable goods manufacturing and construction.

In the week ended July 22, the labour force in Ontario was estimated at 2,457,000, employment at 2,345,000 and unemployment at 112,000. Unemployment was slightly higher than in both the previous month and July 1960. Unemployment in July was 4.6 per cent of the labour force, compared with 4.5 per cent a year earlier.

Employment in the **Prairie** region increased seasonally between June and July, by 34,000 to an estimated 1,158,000. Drought conditions have resulted in a sharp drop in the demand for agricultural workers, particularly in Saskatchewan and Manitoba. At the same time, increased cattle sales stimulated demand for labour in the meat packing industry. Demands for qualified personnel in oil drilling and base metal mining continued. There were increased demands for construction workers, especially in non-residential construction.

Employment increased by 27,000 over the year. Much of the year-to-year increase occurred in the service-producing industries. Manufacturing employment showed little change over the year. Construction employment was generally at a high level, a result of a number of large projects.

In the week ended July 22, the labour force in the Prairie region was estimated at 1,195,000. Unemployment, at an estimated 37,000, was higher than both a month and a year earlier. Unemployment in July was 3.1 per cent of the labour force, compared with 2.5 per cent a year earlier.

Employment in the Pacific region increased more than seasonally between June and July, from 544,000 to 567,000, and was almost 3 per cent higher than a year earlier. Most of the increase in the month occurred in non-agricultural industries, although there was also a seasonal demand for farm workers. Forest fires and fire hazards forced the shutdown of logging camps in a number of areas, putting many forestry employees temporarily out of work, but employment in sawmills continued at a high level. The demand for labour in metal mining and in the oil producing industry increased over the month. There were sizable increases in construction employment, especially on roads and pipelines and, to a lesser extent, on commercial and industrial projects. Employment in home construction showed little change, although new dwelling starts were at a lower rate than the previous month.

Over the year, manufacturing employment showed some improvement, partly as a result of increased activity in shipbuilding. Employment in mining remained high, supported by a number of large exploration projects. The service industry showed a year-to-year employment increase.

In the week ended July 22, the labour force in the Pacific region was estimated at 607,000, almost 20,000 higher than the month before. Unemployment, at an estimated 40,000, was down from both a month and a year earlier. Unemployment in July was 6.6 per cent of the labour force, compared with 7.1 per cent a year earlier.

LABOUR MARKET CONDITIONS

		Labour	Approximate Balance			
Labour Market Areas		1	2		3	
	July 1961	July 1960	July 1961	July 1960	July 1961	July 1960
Metropolitan	1	1	7	7	4	4
Major Industrial	1	2	19	20	6	4
Major Agricultural	-	-	1	3	13	11
Minor	_		24	24	34	34
Total	2	3	51	54	57	53

CLASSIFICATION OF LABOUR MARKET AREAS—JULY

-	SUBSTANTIAL LABOUR SURPLUS	MODERATE LABOUR SURPLUS	APPROXIMATE BALANCE	LABOUR SHORTAGE
	Group !	Group 2	Group 3	Group 4
METROPOLITAN AREAS (labour force 75,000 or more)	WINDSOR	Calgary Hamilton Montreal Quebec-Levis St. John's Vancouver- New Westminster Winnipeg	Edmonton HALIFAX Ottawa-Hull TORONTO	ir pelijis.
MAJOR INDUSTRIAL AREAS labour force 25,000-75,000; 60 per cent or more in non- agricultural activity)	OSHAWA	Brantford Cornwall Corner Brook Farnham-Granby Joliette LAC ST. JEAN Moncton New Glasgow Niagara Peninsula Peterborough Rouyn-Val d'Or Saint John Sarnia Shawinigan Sherbrooke SYDNEY Timmins- Kirkland Lake Trois Rivieres Victoria	FT. WILLIAM- PT. ARTHUR Guelph Kingston Kitchener London Sudbury	Marie Con
MAJOR AGRICULTURAL AREAS (labour force 25,000-75,000; 40 per cent or more agricultural)	And on the second	Chatham	Barrie Brandon Charlottetown Lethbridge Moose Jaw North Battleford Prince Albert Red Deer Regina —RIVIERE DU LOUP Saskatoon —THETFORD- MEGANTIC- ST. GEORGES —YORKTON	
MINOR AREAS (labour force 10,000-25,000)		Bridgewater CAMPBELLTON Central Vancouver Island Chilliwack Dawson Creek Drummondville Fredericton Galt Gaspe KAMLOOPS KITIMAT Lindsay Newcastle Okanagan Valley Prince George- Quesnel Quebec North Shore Rimouski Ste. Agathe- St. Jerome St. Jean St. Stephen Sault Ste. Marie Sorel Summerside Victoriaville	BATHURST BEAU HARNOIS BELLEVILLE- TRENTON Bracebridge Brampton Cranbrook DAUPHIN Drumheller Edmundston Goderich Grand Falls Kentville Lachute-Ste. Therese Listowel MEDICINE HAT MONTMAGNY North Bay Owen Sound PEMBROKE Portage la Prairie Prince Rupert St. Hyacinthe St. Thomas Simcoe Stratford Swift Current Trail-Nelson TRURO VALLEYFIELD Walkerton Weyburn	Group 3 Conc. Woodstock-

The areas shown in capital letters are those that have been reclassified during the month; an arrow indicates the group from which they moved. For an explanation of the classification used, see page 624, July issue.

Current Labour Statistics

(Latest available statistics as of August 15, 1961)

E TANKS			Percentage Change From	
Principal Items	Date	Amount	Previous Month	Previous Year
Manpower (000)	July 22	6,743	+ 2.3	+ 2.3
Total civilian labour force (a)	July 22	6,389	+ 2.7	+ 2.0
Agriculture(000)	July 22	792	+ 12.3	- 3.3
Non-agriculture(000)		5,597	+ 1.5	+ 2.8
Paid workers(000)	July 22	5,130	+ 1.9	+ 2.4
At work 35 hours or more(000)	July 22	4,972	- 8.7	- 1.8
At work less than 35 hours(000)	July 22	549	- 11.2	+ 14.1
Employed but not at work(000)	July 22	868	+456.4	+ 21.2
Unemployed(000)	July 22	354	- 4.3	+ 7.3
Atlantic(000)	July 22	43	- 12.3	+ 34.4
Quebec(000)	July 22	122	- 12.2	+ 1.7
Ontario(000)	July 22	112	+ 3.7	+ 4.7
Prairie	July 22 July 22	37 40	+23.3 -9.1	+27.6 -4.8
Tacino(000)	5 dry 22	10		1.0
Without work and seeking work(000)	July 22	333	- 5.9	+ 7.1
On temporary layoff up to 30 days(000)	July 22	21	+ 31.3	+ 10.5
Industrial employment (1949 = 100)	May	116.9	+ 3.8	- 1.7
Manufacturing employment (1949 = 100)	May	108.3	+ 2.8	- 2.1
Immigration	1st Otr. 1961	11,839	- Control of the	- 28.7
Destined to the labour force	1st Qtr. 1961	5,374	-	- 33.6
Strikes and Lockouts				
Strikes and lockouts	July	41	+ 7.9	+ 10.8
No. of workers involved	July	8,826	- 36.2	+ 74.2
Duration in man days	July	94,560	- 48.1	+150.4
Earnings and Income				
Average weekly wages and salaries (ind. comp.)	May	\$77.99	- 0.2	+ 3.5
Average hourly earnings (mfg.)	May	\$ 1.84	0.0	+ 2.8
Average hours worked per week (mfg.)	May	40.5	- 0.3	+ 1.0
Average weekly wages (mfg.)	May	\$74.38	- 0.3	+ 3.8
Consumer price index (1949 = 100)	July	129.0	0.0	+ 1.2
100)	May	138.1	- 0.3	+ 2.6
Total labour income\$000,000	May	1,586	+ 3.3	+ 3.2
Industrial Production				- STEATER
Total (average 1949 = 100)	June	178.8	+ 4.5	+ 3.0
Manufacturing	June	160.7	+ 5.7	+ 2.2
DurablesNon-durables	June	157.2	+ 6.2	+ 0.1
a.ou-durables	June	163.8	+ 5.3	+ 4.1

⁽a) Distribution of these figures between male and female workers can be obtained from Labour Force, a monthly publication of the Dominion Bureau of Statistics. See also page 624, July issue.

COLLECTIVE BARGAINING REVIEW

ECONOMICS AND RESEARCH BRANCH

During July collective bargaining in Canada produced 16 major settlements providing new agreements for more than 15,000 employees in various industries. One of these settlements, announced a few hours before a strike deadline set by the Air Line Flight Attendants' Association, was a two-year agreement covering more than 800 stewardesses and pursers employed by Trans-Canada Air Lines. The wage rates in the new agreement are not directly linked to aircraft speeds, as originally demanded by the union. The settlement makes provision for a pay differential for time worked aboard DC-8 jets, as well as for negotiation of the wages and hours on any new aircraft types that may be introduced during the term of the contract. The settlement gives flight attendants a 5-per-cent retroactive increase on wages earned between October 1, 1960 and July 31, 1961, with an additional 8 per cent premium for time worked aboard DC-8's from the introduction of this aircraft to July 31, 1961. Under the wage scale established in the new agreement, the minimum monthly pay remains unchanged. Hourly rates, however, were increased by approximately 8 per cent in most classifications, with an additional 8-per-cent premium for time flown on DC-8 jets, and the minimum monthly guarantee was reduced from 70 to 65 hours per month. The maximum flight time was also reduced from 85 hours per month to 75 hours on DC-8's, and to 80 hours on other aircraft.

In Canada's pulp and paper industry, negotiations during July resulted in new agreements for approximately 7,000 of the 36,000 mill workers covered by the 25 major agreements that had terminated during the first half of 1961. The largest of the July settlements was with the Eastern Canada Newsprint Group, comprising the St. Lawrence Corporation, James MacLaren Co., Anglo-Canadian Pulp and Paper and Bowaters Mersey operating in Quebec and Nova Scotia. The paper mill unions representing 4,000 employees accepted a general wage increase of 5 cents an hour and a 1-cent increase in afternoon and night shift differentials, both retroactive to May 1, 1961. Beginning January 1, 1962, the workers will get 8 hours additional holiday pay per year. Other items in the one-year agreement included improvements in the health benefit plans and certain local adjustments between the unions and the companies.

Similar wage increases were negotiated in the new one-year agreement between the paper mill unions and Quebec North Shore Paper, Baie Comeau, Que. Among other settlements in the pulp and paper industry, a new three-year agreement between Canada Paper, Windsor, Que., and the Pulp and Paper Workers' Federation (CNTU) provided increases totalling 23 cents an hour for male employees and 19 cents for female employees, while in New Brunswick the Fraser Companies renewed the current agreement with the Pulp and Paper Mill Workers for another year without change in wage rates.

WAGE SETTLEMENTS DURING THE FIRST HALF OF 1961

Collective agreements covering 500 or more employees concluded between January 1 and June 30, 1961, excluding agreements in the construction industry and agreements with wage terms in piece rates only.

Total Wage Increase in Cents per Hour*	Under 15		1	15-20		21-26		27-32		33 and over	
	Agts.	Empls.	Agts.	Empls.	Agts.	Empls.	Agts.	Empls.	Agts.	Empls.	
0 0, 1— 4, 9 5, 0— 9, 9 10, 0—14, 9 15, 0—19, 9 20, 0—24, 9	12 9 18 2 1	40,820 13,570 24,470 1,020 1,200 800	2 1 3	2, 230 880 2, 690	1 2 12 13 4 11	500 2,600 12,930 132,340 3,300 11,100			2 6 7	1,500 8,600 11,150	
25.0—29.9	·····i	2,000			2	2,600			2 4	1,900 3,780	
Total	44	83.880	6	5,800	45	165,370			21	26,930	

^{*}Wage increases shown relate to base rates only. Data on employees covered are approximate and include all employees covered by the agreement.

Major Settlements in 1961

In the first six months of 1961, unions and management in industries outside the construction sector negotiated 116 settlements covering bargaining units of 500 or more employees. These settlements provided new collective agreements for more than 280,000 workers for periods ranging from one to three years.

The wage changes negotiated in the 116 major settlements are tabulated above by amount and term of contract. Among the new agreements, those signed for terms longer than one year were in a majority, with most of the longer-term agreements extending over a two-year period.

Of the 282,000 employees covered by the major settlements, more than 240,000 gained wage increases in their new contracts. These amounted to less than 10 cents on base rates in most one-year agreements and to between 5 and 19.9 cents

in most two-year agreements. More than half of the three-year settlements provided for raises totalling 15 to more than 30 cents per hour during the term of the contract.

Although agreements in the manufacturing sector accounted for more than half of the major settlements, they did not cover as many employees as the new contracts in the transportation industry, where one of the settlements reached during the first half of 1961 applied to 110,000 non-operating railway employees. In the manufacturing sector, approximately 75,000 employees were covered by the new major contracts. Other major settlements negotiated during the first six months of 1961 provided new agreements for approximately 42,000 employees in the logging industry, for more than 28,000 hospital and municipal employees, and for smaller numbers in fishing, mining and other industries.

Collective Bargaining Scene

Agreements covering 500 or more employees, excluding those in the construction industry

Part I-Agreements Expiring During August, September and October

(except those under negotiation in July)

Company and Location

Alta. Govt. Telephones (Plant Dept.) companywide

Atlantic Sugar Refineries, St. John, N.B.

Automatic Electric, Brockville, Ont.

Cdn. Steel Foundries, Montreal, Que.

Cluett Peabody, Kitchener & Stratford, Ont.

Crane Limited, Montreal, Que.

Crown Zellerbach, Richmond, B.C.

Dominion Stores, Toronto, Hamilton & others, Ont.

DuPont of Canada, Shawinigan, Que.

Fisheries Assn., B.C.

Fry-Cadbury, Montreal, Que.

I.B.E.W. (AFL-CIO/CLC)
Bakery Wkrs. (CLC)
I.U.E. (AFL-CIO/CLC)
Steel & Foundry Wkrs. (Ind.)
Amalgamated Clothing Wkrs. (AFL-CIO/CLC)
Steelworkers (AFL-CIO/CLC)
Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)

Union

Retail, Wholesale Empl. (AFL-CIO/CLC)
Cellulose Wkrs. Assoc. (Ind.)
United Fishermen (Ind.) (herring fishermen)
Bakery Wkrs. (CLC)

Union

Company and Location General Motors & subsidiaries, Oshawa, Windsor, St. Catharines, Scarborough & London, Ont. Maritime Tel. & Tel., company-wide Motor Trans. Ind. Relations Bureau, Ont. Motor Trans. Ind. Relations Bureau, Ont. Northern Electric, Toronto, Ont. Northern Electric, Toronto, Ont.
Province of Saskatchewan
Provincial Transport, Que.
Que. Natural Gas, company-wide
Safeway, Shop-Easy & others, Victoria, Vancouver
& New Westminster, B.C.
Shawinigan Power, company-wide, Que.
Towboat Owners' Assn., B.C.
Towboat Owners' Assn., B.C.
Trucking Assn. of Que., province-wide
Winnipeg Transit Dept., Man.

Auto Wkrs. (AFL-CIO/CLC)
I.B.E.W. (AFL-CIO/CLC) (traffic empl.) I.B.E.W. (AFL-CIO/CLC) (traffic empl.)
Teamsters (Ind.) (drivers)
Teamsters (Ind.) (mechanics)
Communications Wkrs. (AFL-CIO/CLC)
Sask. Civil Service (CLC) (classified services)
Railway, Transport & General Wkrs. (CLC)
Chemical Wkrs. (AFL-CIO/CLC)

Butcher Workmen (AFL-CIO/CLC) Empl. Assoc. (Ind.)
Merchant Service Guild (CLC)
Seafarers (AFL-CIO)
Teamsters (Ind.) Street Railway Empl. (AFL-CIO/CLC)

Part II—Negotiations in Progress During July

Bargaining

Company and Location Algoma Ore Properties, Wawa, Ont.
Algoma Steel, Sault Ste. Marie, Ont.
Anglo-Nfid. Development, Grand Falls, Nfid.
Avro & Orenda Engines, Malton, Ont.
B.C. Electric, company-wide

Algoma Ore Properties, Wawa, Ont.
Steelworkers (AFL-CIO/CLC)
Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs.
Avro & Orenda Engines, Malton, Ont.
B.C. Electric, company-wide

I.B.E.W. (AFL-CIO/CLC) Campbell Chibougamau Mines, Chibougamau, Que.
C.B.C., company-wide Cdn. International Paper, N.B., Que. & Ont. Clothing Mfrs. Assn., Quebec, Farnham & Victoriaville, Que. toriaville, Que.

C.P.R. system-wide

Consolidated Paper, Les Escoumins, Que.

Consolidated Paper, Ste-Anne de Portneuf, Que.

Distillers Corp., Ville LaSalle, Que.

Dominion Coal, Sydney, N.S.

Dom. Rubber (Footwear Div.), Kitchener, Ont.

Dominion Stores, Montreal & vicinity, Que.

Dom. Structural Steel, Montreal, Que.

Donahue Bros., Clermont, Que. Donnacona Paper, Donnacona, Que.
Dosco, Cdn. Bridge, Walkerville, Ont.
DuPont of Canada, Maitland, Ont.
E. B. Eddy, Hull, Que. Edmonton City, Alta.
Edmonton City, Alta.
Fraser Cos., Cabano, Que.
Great Lakes Paper, Ft. William, Ont. Halifax City, N.S. Hamilton Cotton & subsids., Hamilton, Dundas & Trenton, Ont. ... Howard Smith Paper, Cornwall, Ont. Kimberley-Clark Paper, Terrace Bay, Ont. K.V.P. Company, Espanola, Ont. Marathon Corp. of Can., Marathon, Ont. Montreal Trans. Commission, Que. Motor Trans. Ind. Relations Bureau (car carriers), Ont. riers), Ont.
Okanagan Shippers' Assn., Okanagan Valley, B.C.
Old Sydney Collieries, Sydney Mines, N.S.
Ont.-Minnesota Paper, Ft. Francis & Kenora, Ont.
Provincial Paper, Thorold, Ont.
R.C.A. Victor, Montreal, Que.
Sask. Power Corp., province-wide
Sask. Wheat Pool (Elevator Div.) Ont., Man.,
Sask & R.C. Sask, & B.C.

Union

Steelworkers (AFL-CIO/CLC)
Radio & T.V. Empl. (ARTEC) (Ind.)
Paper Makers (AFL-CIO/CLC) Pulp & Paper
Mill Wkrs. (AFL-CIO/CLC) & Oper. Engineers (AFL-CIO)

Clothing Wkrs. Federation (CNTU) Clothing Wkrs. Federation (CNTU)
Trainmen (AFL-CIO/CLC)
Pulp & Paper Wkrs. Federation (CNTU)
Pulp & Paper Wkrs. Federation (CNTU)
Distillery Wkrs. (AFL-CIO/CLC)
Mine Wkrs. (Ind.)
Rubber Wkrs. (AFL-CIO/CLC)
Retail Clerks (AFL-CIO/CLC)
Mine Wkrs. (Ind.)
Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC) CIO/CLC) CIO/CLC)
Pulp & Paper Wkrs. Federation (CNTU)
Steelworkers (AFL-CIO/CLC)
Chemical Wkrs. (AFL-CIO/CLC)
Paper Makers (AFL-CIO/CLC) Pulp & Paper
Mill Wkrs. (AFL-CIO/CLC) & others
Public Empl. (CLC) (clerical empl.)
Public Empl. (CLC) (outside wkrs.)
Woodcutters, Farmers' Union (Ind.)
Paper Makers (AFL-CIO/CLC) Pulp & Paper
Mill Wkrs. (AFL-CIO/CLC)
Public Empl. (CLC) (inside wkrs.)

Textile Wkrs. Union (AFL-CIO/CLC)
Paper Makers (AFL-CIO/CLC) Pulp & Paper
Mill Wkrs. (AFL-CIO/CLC)
I.B.E.W. (AFL-CIO/CLC), Pulp & Paper Mill
Wkrs. (AFL-CIO/CLC) Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & I.B.E.W. (AFL-CIO/CLC)
Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)

Railway, Transport & General Wkrs. (CLC)

Teamsters (Ind.) CLC-chartered local Mine Wkrs. (Ind.)
Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) Empl. Assoc. (Ind.)
Oil Wkrs. (AFL-CIO/CLC) Sask. Wheat Pool Empl. (CLC)

Union Company and Location

Shell Oil, Montreal East, Que. Empl. Council (Ind.) Shell Oil, Montreal East, Que.

Smith Transport, Montreal, Que.

Spruce Falls & Kimberley-Clark, Kapuskasing, Ont.

Stelco (Canada Works), Hamilton, Ont.

Stelco (Hamilton Works), Hamilton, Ont.

Stelco (Hamilton Works), Hamilton, Ont.

Stelco (Mamilton Works), Hamilton, Ont.

Stelco (Hamilton Works), Hamilton, Ont.

Stelco (AFL-CIO/CLC)

Steelworkers (AFL-CIO/CLC)

Steelworkers (AFL-CIO/CLC)

Steelworkers (AFL-CIO/CLC) Stelco (Canada Works), Hamilton, Ont.
Stelco (Hamilton Works), Hamilton, Ont.
Stelco, Montreal, Que.
T.C.A. company-wide
T.C.A. company-wide Air Line Pilots (Ind.) Sales Empl. (Ind.)

Conciliation Officer Paper Makers (AFL-CIO/CLC) Pulp & Paper Abitibi Paper & Subsids., Que., Ont. & Man. Mill Wkrs. (AFL-CIO/CLC) Assn. des Marchands Detaillants (Produits Ali-Commerce Empl. Federation (CNTU) mentaires), Quebec, Que. Assn. Patronale du Commerce, (Hardware), Quebec, Que.

Assn. Patronale des Services Hospitaliers, Quebec, Commerce Empl. Federation (CNTU) Services Federation (CNTU) (female) Que. Assn. Patronale des Services Hospitaliers, Quebec, Services Federation (CNTU) (male) Paper Makers (AFL-CIO/CLC) Pulp & Paper Bowater's Nfld. Paper, Corner Brook, Nfld. Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others Public Empl. (CLC) (clerical empl.)
Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Pulp & Paper Wkrs. Federation (CNTU)
Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) (Commerce Empl. Federation (CNTU) Rivers, Que. Consolidated Paper, Grand'Mere, Que. Mill Wkrs. (AFL-CIO/CLC)
Commerce Empl. Federation (CNTU)
Public Empl. (CLC)
Service Empl. Federation (CNTU)
Paper Makers (AFL-CIO/CLC) Pulp & Paper
Mill Wkrs. (AFL-CIO/CLC) & others
Oil Wkrs. (AFL-CIO/CLC) Dupuis Freres, Montreal, Que.

Hamilton General Hospitals, Hamilton, Ont.

Hotel Dieu St. Vallier, Chicoutimi, Que.

Ontario Paper, Thorold, Ont. Polymer Corporation, Sarnia, Ont.

Various pulp & paper mills, B.C.

Assn. Patronale des Mfrs. de Chaussures, Que-Assin Fationale des Mils. de Chaussines, Quebecc, Que.

B.A. Oil, Clarkson, Ont.
Canada Cement, N.B., Que., Ont., Man. & Alta.
Cdn. Car & Foundry, Montreal, Que.
Cdn. Westinghouse, Hamilton, Ont.
C.N.R., system-wide
C.N.R., system-wide Leather & Shoe Wkrs. Federation (CNTU)
Oil Wkrs. (AFL-CIO/CLC)
Cement Wkrs. (AFL-CIO/CLC) Railway Carmen (AFL-CIO/CLC) U.E. (Ind.) Locomotive Engineers (Ind.) Locomotive Firemen & Enginemen (AFL-CIO/ CLC) C.N.R., system-wide
C.P.R., system-wide
C.P.R., system-wide Trainmen (AFL-CIO/CLC) Locomotive Engineers (Ind.) Locomotive Firemen & Enginemen (AFL-CIO/ CLC) CNTU-chartered local Dom. Oilcloth & Linoleum, Montreal, Que. Dryden Paper, Dryden, Ont. Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC) Food stores, (various), Winnipeg, Man.

Hollinger Mines, Timmins, Ont.

McIntyre Porcupine Mines, Schumaker, Ont.

Miner Rubber, Granby, Que.

Noranda Mines, Noranda, Que.

Ontario Hydro, company-wide

Price Bros., Kenogami & Riverbend, Que.

Sangamo Company, Leaside, Ont.

Scarborough Township, Ont.

Union composing rooms, Toronto, Ont.

Winnipeg City, Man.

Ketall Clors (AT L-CIO/CLC)

Steelworkers (AFL-CIO/CLC)

Rubber Wkrs. (AFL-CIO/CLC)

Rubber Wkrs. (AFL-CIO/CLC)

Public Service Empl. (CLC)

Public Service Empl. (CNTU)

Machinists (AFL-CIO/CLC)

Public Empl. (CLC) (outside wkrs.)

Typographical Union (AFL-CIO/CLC)

Public Service Empl. (CLC) Food stores, (various), Winnipeg, Man. Retail Clerks (AFL-CIO/CLC)

Post-Conciliation Bargaining

Dom. Rubber (Rubber Div.), St. Jerome, Que. Rubber Wkrs. (AFL-CIO/CLC) Shipping Federation of Can., Montreal, Que. I.L.A. (CLC)

(No cases during July)

Work Stoppage

Hotel Royal York (CPR), Toronto, Ont. Hotel Empl. (AFL-CIO/CLC)

Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)

Part III—Settlements Reached During July 1961

(A summary of major terms on the basis of information immediately available. Figures for the

number of employees covered are approximate.)

B.C. Hotels Assn., Vancouver, B.C.—Hotel Empl. (AFL-CIO/CLC) (Beverage Dispensers): 2-yr. agreement covering 600 empl.—4¢ an hr. increase eff. Jan. 1, 1962; employer's contribution to welfare fund increased by 3¢ an hr. eff. Jan. 1, 1961; double time to be paid for

work on statutory holidays.

B.C. Hotels Assn., New Westminster, Burnaby, Fraser Valley, B.C.—Hotel Empl. (AFL-CIO/CLC): 2-yr. agreement covering 500 empl.—3¢ an hr. increase retroactive to Jan. 1, 1961; an additional 4¢ an hr. increase eff. Jan. 1, 1962; waitresses to receive 3¢ an hr. increase retroactive to Jan. 1, 1961 plus an additional 2¢ an hr. eff. June 1, 1962; double time to be paid for work on statutory holidays; employer to contribute 7¢ an hr. to welfare fund on behalf of

casual empl.

CANADIA PAPER, WINDSOR MILLS, QUE.—Pulp & Paper Wkrs. Federation (CNTU): 3-yr. agreement covering 1,250 empl.—male empl. to receive increases of 5¢ an hr. retroactive to May 1, 1960, an additional 10¢ an hr. retroactive to Nov. 1, 1960, a further increase of 2¢ an hr. eff. Dec. 1, 1961 with another 2¢ on Aug. 1, 1962 and a final 4¢ an hr. increase eff. Jan. 1, 1963; female empl. to receive 5¢ an hr. retroactive to May 1, 1960, 6¢ an hr. retroactive to Nov. 1, 1960, 2¢ an hr. increase eff. Dec, 1, 1961, a further 2¢ on Aug. 1, 1962 and a final increase of 4¢ an hr. eff. Jan 1, 1963; 3 wks. annual paid vacation after 10 yrs. of service eff. May 1, 1961 (previously 3 wks. after 25 yrs.); 1 additional statutory holiday for a total of 8 annually; 3 days bereavement leave with pay in the event of death of a close relative.

CANADIAN CAR, FT. WILLIAM, ONT.—AUTO WKRS. (AFL-CIO/CLC): 1-yr. agreement covering 550 empl.—no general wage increase during term of the new agreement; 2¢ an hr. cost-of-living bonus incorporated into the wage structure; cost-of-living bonus of 1¢ an hr. for every 0.7 rise

bonus incorporated into the wage structure; cost-of-living bonus of 1¢ an hr. for every 0.7 rise in the cost-of-living index beyond the level reached on June 1, 1961, adjustments to be made in Oct. 1961 and Feb. 1962; 4 wks. vacation after 25 yrs. of service (formerly no provision for 4

vacation).

Wks. vacation).

C.P.R. SYSTEM-WIDE—TRAINMEN (AFL-CIO/CLC) (DINING CAR STAFF): 2-yr. agreement covering 750 empl.—2¢ an hr. increase retroactive to June 1, 1960; an additional 5¢ an hr. increase retroactive to Feb. 1, 1961 and a further 4% increase eff. Oct. 1, 1961; 4 wks. vacation after 25 years. of continuous service (formerly 4 wks. after 35 yrs.).

CYANAMID OF CANADA, NIAGARA FALLS, ONT.—U.E. (IND.): 2-yr. agreement covering 500 empl.—5¢ an hr. increase for production wkrs. and 6¢ an hr. for craft empl., both eff. July 9, 1961; an additional 5¢ an hr. increase for all empl. eff. July 8, 1962; 4 wks. vacation after 20 years of service (formerly 4 wks. after 25 yrs.); employer and employees to share equally the cost of the Blue Cross Supplemental and Major Medical Insurance plus PSI Blue plan; improvements in sickness and accident henefit provisions

of the Blue Cross Supplemental and Major Medical Insurance plus PSI Blue plan; improvements in sickness and accident benefit provisions.

DOMINION GLASS, WALLACEBURG, ONT.—GLASS AND CERAMIC WKRS. (AFL-CIO/CLC): 3-yr. agreement covering 750 empl.—3¢ an hr. increase retroactive to March 20, 1961; a further 3¢ an hr. eff. Dec. 1, 1961, and a final increase of 5¢ an hr. eff. Sept. 20, 1962; 4 wks. annual vacation after 24 yrs. of service (formerly no provision for 4 wks. vacation).

EAST. CAN. NEWSPRINT GROUP., QUE. & N.S.—PAPER MAKERS (AFL-CIO/CLC), PULP & PAPER MILL WKRS. (AFL-CIO/CLC) & others: 1-yr. agreement covering 4,000 empl.—a general wage increase of 5¢ an hr. eff. May 1, 1961; an additional 8 hrs. pay for New Year's Day commencing Jan. 1, 1962; 1¢ an hr. increase in the evening and night shift differentials eff. May 1, 1961; voluntary check-off of union dues; joint study of welfare plans to develop a uniform plan for all companies. for all companies.

for all companies.

EDMONTON CITY, ALTA.—IBEW. (AFL-CIO/CLC): 1-yr. agreement covering 550 empl.—general increase of 3% for all empl.

FRASER COS., EDMUNDSTON, ATHOLVILLE, NEWCASTLE, N.B.—PULP & PAPER MILL WKRS. (AFL-CIO/CLC): previous agreement covering 1,100 empl. extended for 1 year. without change in wage rates; seasonal and casual wkrs. to receive vacation allowance amounting to 2% of pay. Gaspesia Woods Contractors, Chandler, Que.—Woodcutters, Farmers Union (Ind.): 1-yr. agreement covering 500 empl.—settlement terms not immediately available.

QUEBEC NORTH SHORE PAPER, BAIE COMEAU, QUE.—PAPER MAKERS (AFL-CIO/CLC), PULP AND PAPER MILL WKRS. (AFL-CIO/CLC): 1-yr. agreement covering 1,000 empl.—a general wage increase of 5¢ an hr. retroactive to May 1, 1961; 1¢ an hr. increase in second and third shift premiums; 7¢ an hr. increase for all stevedoring classifications; 4 wks. annual vacation after 22 yrs. of service (formerly 4 wks. after 25 yrs.); 1 additional floating holiday each yr.; an additional company contribution of \$1.17 per month towards group welfare plan; improvements in bereavement leave. ment leave.

STE. Anne Power, Beaupre, Que.—Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC): 2-yr. agreement covering 500 empl.—a general increase of 3% eff. July 2, 1961; rate of vacation allowance raised from 2% to 2½% after 100 days of work; Christmas Day added to statutory holidays.

Saguenay Terminals, Port Alfred, Que.—Metal Trades Federation (CNTU): 3-yr. agreement covering 600 empl.—increase of 7¢ an hr. retroactive to Dec. 1, 1960; an additional 6¢ an hr. eff. July 22, 1962 and a final 6¢ an hr. eff. July 22, 1963; vacation for regular empl. improved to provide 2 wks. after 2 yrs. of service (formerly 2 wks. after 3 yrs.) and 3 wks. after 10 yrs. (formerly 3 wks. after 15 yrs.); vacation allowances also improved for seasonal empl.

Toronto General Hospital, Toronto, Ont.—Building Service Empl. (AFL-CIO/CLC):

TORONTO GENERAL HOSPITAL, TORONTO, ONT.—BUILDING SERVICE EMPL. (AFL-CIO/CLC): 2-yr. agreement covering 1,150 empl.—general wkrs. to receive \$10 a mo. increase retroactive to Jan. 1, 1961 and another \$8 a mo. in Jan. 1962; plumbers & steamfitters to receive an increase of \$20 per mo. retroactive to Jan. 1, 1961 plus an additional \$8 a mo. in Jan. 1962.

T.C.A., COMPANY WIDE—AIR LINE FLIGHT ATTENDANTS (CLC): 2-yr. agreement covering 800 empl.—retroactive pay of 5% of earnings for the period Oct. 1, 1960 to July 31, 1961, with additional 8% premium for all hrs. flown on DC-8 jets prior to Aug. 1, 1961; maximum flying time reduced from 85 hrs. to 75 hrs. on DC-8's and to 80 hrs. on other aircraft, with maintenance of pay; under new wage schedule flight attendants on DC-8 jets will receive between \$4.57 and \$7.72 per flying hr., and those flying other aircraft between \$4.23 and \$7.15; overseas flights to be paid for at an extra 60% an hr instead of the previous \$40 per month be paid for at an extra 60¢ an hr. instead of the previous \$40 per month.

NOTES OF CURRENT INTEREST

Municipal Winter Works Incentive Program Extended

Federal contribution to an expanded Municipal Winter Works Incentive Program during next winter was announced last month by the Minister of Labour, the Hon. Michael Starr.

The program will go into effect on October 15, 1961 and continue until April 30, 1962. The federal Government will contribute 50 per cent of the direct payroll costs incurred by municipalities on projects designed to create additional winter employment.

This year, the program has been broadened to cover almost all municipal projects that would not have been carried out in the absence of the program.

In addition to the previously covered projects such as the construction and major improvements of roads, streets, sidewalks, parks, playgrounds, and municipal water, sewage and drainage facilities and major reconstruction or renovation of municipal buildings, the scope of the expanded program includes the clearing and development of municipally-owned land, work on municipal irrigation systems, municipal engineering yards, and other projects.

Next winter's program has been further broadened to include projects within the authorized categories where these are carried out in unorganized settlements, provided the work is sponsored by a community organization and carried out under acceptable community and provincial supervision.

This is to be the fourth consecutive winter with the program in effect. Last winter the program scored the greatest success to date (L.G., June, p.541); with the broadening of its scope, it is expected that even more employment will be made available during next winter, Mr. Starr said.

Committee to Examine the Unemployment Insurance Act

A committee to examine the Unemployment Insurance Act and its relation to other social security programs was appointed last month by Prime Minister Diefenbaker.

The Committee is to review the provisions of the Act in the light of developments since it was passed in 1940, and to inquire into and report upon the scope, basic principles and the manner of the Act.

The report is expected to concern the provisions deemed necessary to deal with seasonal unemployment, the means of correcting any abuses or deficiencies that may be found to exist, and the relationship between programs of support for the unemployed and other social security measures.

The four members appointed to the Committee are: Ernest C. Gill, President, The Canada Life Assurance Company, Toronto; Etienne Crevier, President of the insurance company La Prevoyance, Montreal; Dr. John James Deutsch Vice-Principal, Queen's University, Kingston; and Dr. Joseph Richards Petrie, Consulting Economist, Montreal.

Mr. Gill will act as chairman.

Blind, Disabled, Old Age Payments Drop in Second Quarter of 1961

The numbers of persons receiving old age assistance, allowances under the Blind Persons Act, and allowances under the Disabled Persons Act decreased during the second quarter of 1961, the Department of National Health and Welfare has announced.

Old Age Assistance—The number of persons receiving old age assistance in Canada decreased from 100,184 at March 31, 1961 to 99,855 at the end of the second quarter of 1961.

The federal Government's contributions under the federal-provincial scheme totalled \$7,659,101.95 for the quarter ended June 30, 1961, compared with \$7,710,851.01 in the preceding quarter. Since the inception of the Act, the federal Government has contributed \$227,713,104.23.

At June 30, 1961, the average monthly assistance in the provinces ranged from \$48.70 to \$52.70 except for one province where the average was \$47.43. In all provinces the maximum assistance paid was \$55 a month.

Disabled Persons Allowances—The number of persons in Canada receiving allowances under the Disabled Persons Act decreased from 50,650 at March 31, 1961 to 50,435 at the end of the second quarter of 1961.

The federal Government's contributions under the federal-provincial scheme totalled \$4,084,031.62 for the quarter ended June 30, 1961, compared with \$4,093,227.75 in the preceding quarter. Since the inception of the Act, the federal Government has contributed \$76,194,642.07.

At June 30, 1961, the average monthly allowance in the provinces ranged from \$52.73 to \$54.63. In all provinces the maximum allowance paid was \$55 a month.

Blind Persons Allowances—The number of blind persons in Canada receiving allowances under the Blind Persons Act decreased from 8,642 at March 31, 1961 to 8,581 at the end of the second quarter of 1961.

The federal Government's contributions under the federal-provincial scheme totalled \$1,022,898.76 for the quarter ended June 30, 1961, compared with \$1,039,309.34 in the preceding quarter. Since the inception of the Act, the federal Government has contributed \$32,578,726.90.

At June 30, 1961, the average monthly allowance in the provinces ranged from \$49.36 to \$54.27. In all provinces the maximum allowance paid was \$55 a month.

Employment and Unemployment Both up in the U.S. in June

Increases were recorded in June for both employment and unemployment the U.S. Department of Labor announced in its monthly report.

Teenagers out of school and seeking permanent or summer jobs helped to bring total employment this June to 68,706,000, about 127,000 higher than in June 1960. But the influx of teenagers also led to an increase of 800,000 in unemployment, which totalled 5,600,000 and was the highest June figure since the war.

A total of 1,600,000 teenagers got new jobs, full and part-time, and 900,000 others were added to the unemployment rolls.

The seasonally adjusted unemployment rate dropped only one tenth of a point to 6.8 per cent, remaining close to 7 per cent in June for the seventh consecutive month despite a business upturn that began in March.

The better than seasonal gain of 500,000 jobs for adult men was partly offset by a seasonal decline of 200,000 in the number of employed women, mostly teachers.

The number of persons out of work 15 weeks or longer declined seasonally by 300,000 to 1,600,000 but was still double the total for June 1960. Of these, 900,000 were the long-term unemployed who had been without jobs for six months or more.

Of those who were employed in June, about 3,200,000 non-farm workers were on part-time, a 300,000 increase over May, attributed tothe teenager influx.

The number of regular full-time workers employed less than 35 hours because of slack work or other reasons was 1,200,000; this was 100,000 less than a month ago and than the previous June.

Of the 150 major industrial centres, those with "substantial unemployment" dropped from 96 in May to 88 early in June. This figure is said to reflect better-than-seasonal gains in automobile and other durable goods payrolls.

New Edition of the Directory of International Trade Secretariats

A revised and expanded edition of the Directory of International Trade Secretariats (ITS) was issued last month by the U.S. Department of Labor. Its first edition was published in 1954.

The ITS, independent international labour federations, organize some 35 million workers along industry and craft lines. Some 94 per cent of the membership is also affiliated with the ICFTU. More than 50 American unions with approximately nine million members belong to this organization which fosters growth of free trade unionism in the less developed areas of the world.

Comprising 977 affiliates in 83 countries and territories, the ITS membership is distributed as follows: 57 per cent in Europe, 26 per cent in the United States and Canada, 9 per cent in Asia, 6 per cent in Latin America, and 2 per cent in Africa.

The Directory, prepared by the U.S. Bureau of International Labor Affairs, provides information on 19 ITS organizations. Addresses, officers, membership, affiliates, and publications are listed and information on their composition, organization, origin, growth, regional structure and activities is given. Charts and statistical tables complete the picture of ITS organization. Appendices include a list of annual affiliation fees and U.S. affiliates, and provide an alphabetical index of the names of officials mentioned in the Directory.

This is the Part II of a three-part directory of International Trade Union Organizations published by the U.S. Department of Labor; Part I covers the ICFTU and Part III covers the International Federation of Christian Trade Unions (CISC).

Copies of the Directory may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington 25, D.C. Price \$3.00, 448 pages.

HOUSE OF COMMONS DEBATES

A Guide to Items of Labour Interest in Hansard

(page numbers refer to Hansard)

June 28—Number of active claimants for unemployment insurance benefit on May 31 was 340,950, the Parliamentary Secretary to the Minister of Labour says in reply to a question (p. 7176).

Part-time employees in the Post Office are working three or four hours a day, and are perfectly free to arrange for holidays if they wish to. There would therefore seem to be no obligation to pay them for their holiday time under our present regulations, the Postmaster General says in replying to a question (p.7183).

June 29—The NES office in Saskatoon had no alternative but to disqualify for unemployment insurance benefit certain employees laid off by Westeel Products in that city, the reason for layoff given by the management being "anticipating a strike", the Minister of Labour tells a questioner. The matter, the Minister says, is covered by Section 63(1) of the Unemployment Insurance Act, which states that under such circumstances persons shall be disqualified (p. 7227).

July 4—The six companies manufacturing automobiles in Canada do not send motors to the United States for repair, according to information received from the Canadian Automobile Chamber of Commerce, the Prime Minister says in reply to a question. Volkswagen have installed facilities in Canada reconditioning motors of their cars, he adds (p. 7473).

Debate on Bill C-114, to create a vacancy in the office of Governor of the Bank of Canada resumed and, after lengthy discussion, the bill passes second reading on division (p. 7504). The bill is later considered in committee, and after debate the House adjourns without question put (p. 7538).

July 5—Debate on Bill C-114, respecting the Bank of Canada resumed in committee (p. 7553). After long discussion, the title of the bill is agreed to on division, the bill is reported, and third reading is moved by the Minister of Finance (p.7589). After further discussion, the House adjourns without question put (p.7595).

July 6—Consideration in committee of Bill C-71, respecting the Civil Service of Canada, moved by the Minister of Finance, and motion agreed to (p. 7667). After debate, the House adjourns without question put (p. 7676).

July 7—Measures to help Springhill, taken by the federal Government, are outlined by the Prime Minister in reply to a question regarding representations made by the citizens of Springhill asking that special measures be applied to Springhill similar to those being taken in the Cape Breton area. The Prime Minister points out that the closing of the mines at Springhill occurred several years ago and that since then a number of things have been done by the federal Government to help that community (p.7680).

Bill C-114, respecting the Bank of Canada passes third reading on division (p. 7709).

July 11—A new policy of granting paid leave to all employees on the basis of their period of employment is being considered by the Government, the Secretary of State says in reply to a question about paid leave for part-time government employees (p.7847).

July 12—NES office areas designated under the special capital cost allowances program include: Cornwall, Elliot Lake and Windsor, Ont.; Amherst, New Glasgow and Springhill, N.S.; the Minister of Labour says in replying to a question. Localities designated under the program are: Milltown and Grand Falls-St. Leonard, N.B. Other particulars relating to the program are given (p. 7984).

July 13—A reduction in the number of tank car operators employed by the various fuel companies at Montreal's international airport has been brought about by the inauguration of an aircraft fuel feeding pipe system, the Minister of Transport tells a questioner. This service is operated by a Canadian company, incorporated in Canada and controlled by Canadians, he adds. The question contained the statement that several hundred employees had been laid off "as a result of the granting of a lubrication service contract to an American firm" (p.7988).

The case of the 13 persons who came to Ottawa in the march of the unemployed and who lost their unemployment insurance benefits for that day now lies within the jurisdiction of the Umpire to whom appeals were made, the Minister of Labour says in reply to a question. He adds that he has no jurisdiction over the activities of the Umpire (p. 7989).

Adjournment of the House until September 7, at 2.30 p.m., is moved by the Prime Minister, and the motion is agreed to (p.8049).



Hon. Michael Starr

LABOUR DAY MESSAGES

The Minister of Labour

Extending greetings to the working population of Canada on the eve of another Labour Day, I am pleased to note that, on balance, the signs point once again toward another year of steady progress for Canadian labour in 1961.

Most indicators of economic activity are turned in an upward direction. The labour force has continued to expand, labour income so far this year is higher than in 1960, and impressive gains in wages and working conditions have been made during the year. In April 1961, for example, average weekly wages and salaries in Canada showed an increase of more than 3 per cent over 1960. Further, these advances have been shared widely by workers in various industries and have occurred against a background of a very modest increase in consumer prices.

A further indication of the healthy state of Canadian industrial life is that in 1960 time lost through strikes was equivalent to only 0.06 per cent of the total time worked by non-agricultural paid workers. On the basis of a 2000-hour work year, this amounts to slightly more than one hour for each worker. It is the lowest annual total for any year since the end of World War II.

We don't have to go back many years to realize the tremendous strides that have been made in Canada in improving working and living conditions of all Canadians. Five years ago, for example, 58 per cent of plant employees in Canadian manufacturing worked a standard work week of 40 hours or less. By 1960 this had reached 70 per cent.

Almost all plant employees now work in establishments which provide paid vacations of two weeks or more. More are enjoying longer vacations. Five years ago only 3 per cent of manufacturing employees were eligible for three-week vacations after less than 15 years service. By last year the proportion had jumped to 21 per cent.

Five years ago 56 per cent of manufacturing employees were eligible for at least eight paid statutory holidays a year. Last year the figures reached

71 per cent.

Pension plan benefits for wage earners are becoming more common. Sixty per cent of plant employees in manufacturing were eligible for pension plans five years ago; this year nearly 70 per cent are eligible. Now consideration is being given to the transfer of pension rights from employer to employer.

These examples provide a good indication of the progress that has been

made in labour-management relations in recent years.

Great credit must go to organized labour for its vigorous action over the years. Similar credit must go to a great many modern employers with an enlightened point of view on labour-management relations.

However, it must be obvious that in addition to the co-operative action of labour and the increasing acceptance by employers of the idea that Labour is a partner in production, these very worthwhile social advances would not have been possible without marked increases in the general efficiency of

production.

All of these beneficial advances have cost money, and to pay for them, more efficient methods and better machines have had to be introduced. This was inevitable. But progress often seems to cause hardship for some, and with increased efficiency in methods of production, fewer workers have been needed by many industries. Although the large majority of Canadians have experienced a rise in their standard of living and increased job security in recent years, there are many who have found it difficult to maintain any real continuity of employment. Many who have been displaced by machines are in the unskilled and semi-skilled category and unable to secure the more highly skilled and technical jobs offered today.

Many efforts are being made to increase over-all employment by increasing the markets for Canadian goods, at home and abroad, and by fostering new and diversified industries, particularly in smaller communities. Investment capital is being encouraged into depressed areas by tax concessions, and efforts are being made to increase the availability of credit for investment purposes

generally.

At the same time, it has been recognized that many Canadians need retraining if they are to obtain employment in our modern industries. Young people entering employment will require more education and training if we are to prevent a continuing group of surplus workers in the unskilled category.

To this end the Government of Canada is co-operating with that of each of the provinces to increase vocational and technical training facilities as fast as they can be erected. Federal contributions, covering 75 per cent of the cost of the facilities, will reach \$45,000,000 this year—5 times the amount provided in previous years.

However, the anticipated marked increase in training facilities in the next few years will not achieve the objective of more skilled and technically trained Canadians, with greater employability, unless young people of school-attending age are encouraged to seek vocational, trades, and technical training, remain in school until they finish their courses, and generall fit themselves for advanced training in industry.

All parents, teachers and community leaders have a responsibility to see that young Canadians know the facts and realize their significance. More employers must introduce training programs which will help offer steady employment to young Canadians in their own communities. Employers must

not depend on others to train their workers for them or on going abroad to recruit them. Governments at all levels must ensure that there are sufficient schools offering trades and technical training, servicing as many communities as possible. In all this, particularly at the community and industry level, Organized Labour along with employers can play a crucial role.

Claude Jodoin, President, Canadian Labour Congress



Labour Day is traditionally a time of stocktaking for the labour movement. While it is natural that we should look back on the months since we last observed this holiday, it is even more important that we look to the future.

Organized Labour has, through the years, established itself in our society; today the role we have to play is more important than ever. We are, indeed, living in challenging times.

The waste and suffering that has resulted from unemployment in the past year has been stark evidence of our failure to meet the economic needs of our people. This imposed idleness of workers who would, and who could contribute so much to our national production has resulted from several causes. Some of these are conditions which we have experienced in the past; others come from great changes which are taking place in our economy. Regardless of the cause the price is the same.

We are now nearing the time of year when jobs become increasingly scarce. There should be no hesitation in applying courage and imagination to this, the most important of the problems we face in our domestic economy. We have attained knowledge and ability which can provide a better and a fuller life for all. We must not allow abundance to become a social hazard.

The Canadian Labour Congress has advanced programs and suggestions and has repeatedly called on governments at all levels, and most particularly on the federal government, to provide new leadership in combatting unemployment.

While we have directed our comments to the governments, we clearly recognize that in this, as in so many other matters, there is great need for better understanding and co-operation between the various sections of our society. Those who work in factories, those who labour on farms, those who hold management responsibilities, those who follow the professions, and all Canadians share a citizenship in which we can take pride. We can only fulfill our responsibilities as Canadian citizens if we work together toward common aims.

The challenges we face are not to be found only within our own borders. We become increasingly and inescapably involved in world affairs; and, indeed, it would be an evasion of our national responsibilities if we were to try to avoid such involvement.

There is need now, as never before, for understanding of the critical international situation we face. The stakes are high—the future of mankind itself is involved. The Canadian Labour Congress has taken a very firm position opposing the continuation of nuclear tests and advocating universal disarmament. We are opposed to Canada extending the membership of the nuclear club by accepting nuclear weapons. We look at the day, and we hope it may be soon, when those nations which now have nuclear arms will agree to disarm.

At the same time we are realistic enough to realize that one nation alone, or one group of nations alone, cannot be expected to abandon these devastating weapons unless other nations take the same action simultaneously. We think we are also being realistic when we say that this is no time for Canada to abandon her friends. Neutralism is an illusion. We must work together with those who by tradition and association have been our friends; so that, through the United Nations, we can contribute to a world in which peace and understanding can prevail.

Both as a nation, and as a member of a group of nations, we must make real contributions toward such a world. It is not enough for us to be against slavery; we must

be for freedom. It is not enough to decry poverty and starvation; we must contribute to a better life for those less fortunate.

These, in the broadest terms, are some of the challenges we now face, and they must be met without delay. We will only succeed if we work together in these common causes which so far outweigh the particular interests of one group or another. Organized Labour in Canada, on this our national holiday, must dedicate itself to this purpose.



Jean Marchand,

General President,
Confederation of National Trade Unions

We have long believed that North America's high industrial productivity and high standard of living were exclusive products of our economic system. There was always unemployment, but it was considered "the price of our unequaled prosperity".

Current experiments throughout the world are showing that the philosophy that inspired the creation and development of our economic institutions is not the only one to bring about a rapid increase in the welfare of people. These experiments are all the more valuable as they are not accompanied by unemployment. I know that often this progress is realized at the expense of individual liberty. However, this is not so in every case.

Economic life must definitely be directed towards the common good and no longer serve the only interests of capital. No longer must the workers be strangers to the undertaking. Responsibilities must be shared and the economy must become democratic. At the same time, the Government must follow closely the activities of individuals and private institutions so that maximum pros-

perity and full employment be attained. If we do not keep in mind these aims and if we fail to take measures to reach them, we can expect the worst.

The working classes are ready to cooperate with the Government and the other classes of society in order to solve the important problems which are facing us. The refusal of this offer of co-operation would have tragic consequences for our future.

Let us hope that Labour Day 1961 will awaken our political and economic leaders in time so that they may steer clear of the shoals that threaten us on all sides.

The Canadian people will not tolerate forever that our economy be burdened with hundreds of thousands of unemployed who spread poverty and insecurity throughout the country. Freedom of enterprise is a secondary concern compared to the freedom of human beings and to their right to earn an honourable living.

Canadian workers can count on trade unionism in their fight for social and economic emancipation.

A.A. Hutchinson,

Chairman,

National Legislative Committee, International Railway Brotherhoods



At this time of year, when labour celebrates its own particular day, we look back to try to evaluate the benefits, or otherwise, for labour during the past year.

In 1961 the review is not such as to cause us any rejoicing. We have come through a year of the worst unemployment situation that Canada has experienced, in many years, and while the outlook, at this writing, is more hopeful for the next year there are aspects which give cause for doubt.

The devastation in the Western Provinces caused by drought is reason for the labour forces in the whole of Canada to worry, not only in the West. As one of our basic industries, agriculture, is affected, the effect is bound to be felt on all industry in Canada. Particularly does the matter interest railway labour, as the movement of agricultural products forms a large part of the traffic which falls to the railways to handle.

This is true because the railways, as common carriers, are required to move all traffic offered and may not, as some of their competitors do, pick and choose the higher grades of traffic which yields larger returns per ton. In other words, the raliways get the skimmed milk after others have taken the

cream and railway labour is interested in seeing that there is a good supply of "skimmed milk".

Displacement of railway labour by mechanization and automation continues, and while some optimists tell us that eventually the introduction of mechanization and automation on a large scale will benefit labour we are still waiting to see the benefits appear, on the railways.

There is a chance that devaluation of our currency may help our export trade. Railway labour is hopeful that such will be the case, and that the volume of export traffic in commodities other than agricultural products will help to offset the bad results of what nature has done to Western Canada agriculture.

Labour, generally, is pleased that we have got through a year of uneasy peace without any major conflicts. It is hoped that the good will of the people who labour throughout the world will prevail to prevent the catastrophe of a major conflict. The labouring people of all nations do not want any such horror as it will be the labouring people who will bear the heaviest impact.

Labour Legislation in Quebec

Professor Roger Chartier, of Laval University, speaking at the 33rd Annual Meeting of the Canadian Political Science Association, appraises some of Quebec's arrangements for the settlement of industrial relations disputes

The confusion inherent in the labour legislation of the province of Quebec, which he held to be typical of North American labour legislation in general, was the theme of an address given by Prof. Roger Chartier of Laval University at the 33rd Annual Meeting of the Canadian Political Science Association in Montreal in June. The title of his address was, "Labour Legislation in Quebec: A Study in Fear, Freedom and Conflict."

With its compulsory "cooling off" period before strike action and its statutory third-party intervention in "interests" disputes, Quebec Labour law stood half way between the present voluntary system of Saskatchewan and that of the pre-Taft-Hartley United States, on the one hand; and on the other, the "heavy and rigid government intervention" of Australia and New Zealand, Prof. Chartier said.

The confusion in Quebec labour legislation, the speaker pointed out, is of more than one kind. There is confusion of language shown in the use of the term "council of arbitration" to describe what is really a conciliation board. There is confusion in the failure to distinguish clearly between "conflicts of interests" and "conflicts of rights". These two kinds of confusion, however, he said, are secondary in importance to the "basic opposition which I believe exists between our conciliation legislation, both negative in outlook and fearful of socio-economic disputes, and the fundamental tenets of a free and democratic society."

This fear, he believed, "is implicit in most North American labour legislation," and it is "based mainly on a lopsided and vastly pessimistic understanding and appraisal of industrial conflict and of the elementary psychology of the groups involved."

To take exception even to the confusion involved in referring to "those tripartite boards which have to do solely with second-step, more formal conciliation" as "councils of arbitration" is more than a vain exercise in semantics, because most of the other difficulties that he was about to describe could be traced to this initial ambiguity, Prof. Chartier contended.

As for the failure of Quebec legislation to distinguish clearly between "conflicts of interest" and conflicts of rights," he continued:

My contention is...that it is partly wrong to equate grievances with rights disputes only, and to limit interests disputes to the pre-contract phase. For it should be obvious to all that many disputes arising while an agreement is in force cannot be dealt with, and disposed of, on the basis of clear, predetermined rights explicitly defined in the contract. Such disputes, therefore, call much more for negotiation and conciliation than for binding arbitration.

Prof. Chartier went on to speak of the difficulties of a conciliation officer whose intervention was imposed as the first step in a compulsory procedure of dispute settlement. "It is the very imposition of the conciliator by statute that incites powerful unions and managements to treat him cavalierly, as an ally or as a scapegoat, especially so in the hypotheses of a tense political environment." The conciliation officer's services were usually most welcome in cases where collective bargaining was comparatively new or weak, and where the parties were groping their way; or in cases where one of the parties was much weaker than the other and consequently needed outside help.

The most difficult part of all, however, was that of the impartial chairman of the conciliation board. "He is usually subject to much more pressure than enlightenment from his two colleagues on the board, and his first duty is to serve the two parties immediately involved, and not a vague common good nor even the Minister of Labour who appoints him." But although the board's recommendations were not binding, its "award" might "exert strong moral pressure on the parties if the chairman is a man of competence and integrity backed by public opinion."

"In conflicts of interests, which are both complex and economically important, the chairman must realize with all humility how few and uncertain are the criteria now in use, let alone the economic 'facts' which are relevant," the speaker said. "Such criteria are hard to define, and then to weigh and rank, for even the best of economists. And even if economic science had all the answers, the fact remains that decisions and demands on economic matters by both parties are primarily political in character."

"Conflicts of interests stem from the antagonism of two freedoms which, left undefined by law, may claim to total discretion. Such being the case, the chairman has no choice but to be primarily a man

of conciliation rather than a man of awards, never attempting to pass judgment as a magistrate would do in a court of law, and always seeking the very mobile point of mutual acceptability at which the parties may agree."

Another source of confusion in Quebec legislation was the role of the two representatives of the parties on the so-called "council of arbitration". They are in no way arbitrators, especially over conflicts of interests. "They may rather be viewed as lay assessors trying to enlighten the chairman on the merits of a given viewpoint (their own!) and to get the best possible deal for their party," Prof. Chartier said.

The decision of a conciliation board is usually at best an educated guess, as far as interests disputes are concerned, and it can make little claim to scientific accuracy. "Therefore, such an 'award' should get as little publicity as possible, and should not be used as a precedent," the speaker thought. In Quebec, recommendations of this kind were usually "generously distributed", but Ontario had a different policy. If these recommendations were made public prematurely it was liable to have the effect of prejudicing negotiations and delaying settlement of the dispute.

The main confusion inherent in Quebec labour legislation, however, Prof. Chartier contended, is the opposition between freedom, on the one side, and fear on the other.

After referring to "the deepest and most practical regard for the freedoms which are the very essence of our democratic society,' the speaker went on to say that "freedom of contract in industrial relations means free collective bargaining, unhampered by procedural compulsions and totally in the hands of the two parties directly involved. It is my contention that, in Quebec as well as in most Canadian provinces, freedom has given way to extreme caution and even fear in the legal field of disputes settlement. Emergencies have set the pace for our conciliation procedure, which today hardly fits reality and certainly does not correspond to our ideal of economic freedom of action for all."

If the principles of liberty are to apply in the field of union-management relations, Prof. Chartier said, the following rules should be observed:

As few restrictions as possible should be forced upon the parties with regard to what constitutes a dispute or a working condition.

Conciliation procedure by government should be at the option of the parties, and legislation should provide alternatives.

If some steps in conciliation continue to be compulsory for a time, they should be as short and swift as possible. Conciliation should aim not only to prevent strikes, but also to help and inform the parties.

In Canada, these rules are applied only in Saskatchewan, the speaker said. Everywhere else a set procedure of government conciliation is compulsory, no alternatives are given, and the steps in the procedure are designed to take up time, doubtless in the hope that the parties will gradually "cool off". "In other words, our legislators have been led by fear rather than by freedom in the field of industrial conciliation of interests disputes," the object feared being the strike, he pointed out.

"The strike, however legal and peaceful, has never been a welcome institution in our society," and strikes are given undue publicity. "The public is easily bothered by a strike," Prof. Chartier said, and as a rule the employers naturally hate strikes."... The real importance of strikes is the public reaction which they provoke, inasmuch as it is hostile to collective bargaining, the very foundation of democracy in union-management relations."

By causing the parties to delay serious attempts to reach agreement until the conciliation procedure has been completed, and by frequently causing them to take up rigid positions during the long period of delay, "the prolonged intervention of the state in union-management relations for conciliation purposes unwittingly leads to more conflict of a more violent nature when it was originally intended to avoid conflicting manifestations at all costs," Prof. Chartier argued.

The fear of strikes has led law makers to create the legal means, which although designed to promote order and peace, actually foster the outbreak of violent conflict, he said. "Fear has created its object, the strike, and has magnified and multiplied it."

His main argument, the speaker said, was that the fear of strikes shared by the public and the legislators sprang from "an erroneous notion of conflict, social and especially industrial, and from a false evaluation of its functions and dysfunctions for individuals, groups, and societies."

Going on to discuss the nature and functions of social conflict, Prof. Chartier said in part:

Conflict simply cannot be excluded from social life...It is everywhere to be found: in the family and other primary groups, in and other groups and finally between nations. And once it is institutionalized it becomes an essential ingredient of the social structures... Social conflict, despite the harm which it may cause under certain conditions, is a useful and necessary stimulus for social change... In other words, groups cannot forever be perfectly harmonious or perfectly conflict-ridden...

Furthermore, conflict is a dynamic force which helps a group or a society rid itself of violently disagreeable elements which tend to weaken it, the end result being a more solid and better adjusted unity. Acting as a safety valve, it reduces conflict of a more violent and persistent nature...

In the industrial relations field, Prof. Chartier said, the strike is only one of many expressions of conflict, and by no means the most costly one. In cost it is greatly exceeded by systematic slow-downs, sabotage, excessive turnover, absenteeism and lateness, grievances, waste, petty thefts, and so on.

Other postulates regarding strikes laid down by the speaker were:

In a society where lockouts are not socially acceptable and are seldom resorted to, a strike is the responsibility of both union and management, although the union by taking the first step appears as the aggressor.

A world where either the employer or the union was too weak to make a stand or did not choose to do so, would not be a healthy world, and it would maintain a semblance of harmony at too high a price in a democracy.

The strike is an essential part of collective bargaining, even though the threat of a strike is often sufficient. Without it, the parties would be dangerously complacent.

The strike is a catharsis of industrial tensions, reducing them by airing grievances, suggesting

improvements and establishing a new "order" that may be more acceptable to the parties than the old.

The strike is a symbol of freedom and independence in a democratic society.

"The very fact that it occurs occasionally or can happen is a clear indication of the vitality of a society and of the liberty therein. One might say that here is an economically and socially expensive symbol; and yet, the alternative to it is totalitarianism... It stands as a witness to the freedom of a group of workers who, refusing their employer's terms, collectively refuse him their labour; it also bears witness to the employer's freedom to provoke more or less directly a test of strength with the union representing his employees.

"Is freedom at that price really such an expensive gadget?" Prof. Chartier asked. "...I am firmly convinced that it is better to give freedom a chance and to run the risk of some inconvenience and abuse than to make the sure mistake, from the start, of accepting as a guide a fear which is totally unworthy of men who are supposed to be the embodiment of a genuine democracy."

Government Supervised Strike Votes

A summary of a new book by Prof. F. R. Anton, of the Department of Political Economy, University of Alberta, who was assisted in this work by a grant in aid of research under the Labour Department-University Research Program

This study examines the proposal that governments should enact legislation prohibiting strikes until a supervised vote, by secret ballot, has been taken among employees involved in a dispute and a majority have authorized their leaders to take strike action. Proponents of such legislation rest their case, in the main, on two assertions:

- (1) that the existence of strike vote legislation reduces the number of strikes; and
- (2) that only by means of a supervised strike vote are employees assured of the opportunity of expressing their "true feellings" on strike action without fear of censure of intimidation.

The proposal has already resulted in a certain amount of legislation. During World War II, the Dominion Government (under Order-in-Council P.C. 7307*) required that supervised strike vote be taken—

after all steps in conciliation had been exhausted—before a union might legally call a strike in any industry coming under the jurisdiction of the federal parliament. In the United States similar provisions were enacted under the War Labour Disputes Act (Smith-Connally Act), while currently, the Labor-Management Relations Act of 1947 (Taft-Hartley Act) provides for a government conducted strike vote in national emergency disputes which are still unsettled after an injunction against a work stoppage has been in effect for sixty days.

The Provinces of Alberta and British Columbia have also imposed a strike vote requirement. Alberta requires compulsory supervision of strike voting before a strike may legally take place. British Columbia provides for a strike vote which may, if requested by either party to the dispute, be supervised by an agent of the government. In the United States, the State of Michigan also calls for a government-conducted strike vote when the dispute in question comes under the jurisdiction of the

^{*}Text of this Order in Council was published in the Labour Gazette, 1941, p. 1209.

State's labour legislation; likewise, a number of other States in the Union have legislated that it is an unfair labour practice for workers to engage in a strike without majority authorization of the employees in the bargaining unit.

Interest in strike voting was stimulated early in 1954 when President Eisenhower in his labour legislation recommendations to Congress suggested that on strike issues a worker should be given an opportunity to express his choice by secret ballot held under government supervision. In Canada, debate on the merit of strike vote legislation is still active and widespread. Employer associations frequently adopt resolutions at their provincial or national conventions urging the federal and provincial governments to implement strike vote legislation; provincial federations of labour generally oppose such resolutions. This study examines some of the issues involved in the proposal.

The lines of investigation followed are:

- (1) The results of strike votes conducted under the legislation during World War II and in the post-war period are analyzed.
- (2) Arguments advanced in support of supervised strike vote legislation are examined in the light of strike voting results.
- (3) The strike vote legislation proposal is considered from the point of view of labour leaders and others who oppose it.

Strike-Voting Legislation: A Background Study

The study outlines the development of federal labour legislation in Canada and traces the influence of this legislation on subsequent provincial statutes. Supervised voting experience (under the Dominion Order-in-Council P.C. 7307 and the United States' War Labour Disputes Act) during World War II is reviewed in order to provide a background against which post-war strike vote legislation in Alberta and British Columbia may be examined. Within the framework of Alberta's labour laws certain compulsory voting provisions are considered and the link between mandatory voting on conciliation board awards and strikes is established. A case history of a work-stoppage illustrates the subtler aspects of compulsory voting. The strike vote requirement under British Columbia labour laws is summarized as are data of the results of strike votes conducted in the province. Strike control provisions imposed on union locals by their international constitutions are tabulated and the strike procedures followed in Alberta by some union locals are considered. The results of strike votes conducted under the requirements of the Michigan Labor Mediation Act are also tabulated;

A book on Government Supervised Strike Votes, written by Prof. F. R. Anton, of the Department of Political Economy, University of Alberta, has recently been published.*

In the course of his work, Prof. Anton received grants in aid of research from the Labour Department-University Research Committee (L.G., 1958, p. 1112). These grants are awarded for studies in the field of labour-management relations.

Prof. Anton's book, divided into nine chapters, covers the federal strike vote experience in Canada and the United States during World War II; labour legislation in Alberta; supervised voting provisions in the Alberta Labour Act; supervised strike voting in British Columbia; strike vote procedures of local unions; compulsory strike vote legislation; and general issues involved in supervised strike voting.

Conclusions drawn by Prof. Anton concern strike vote legislation experience and procedures and arguments in favour of or against strike vote legislation.

Appendix A summarizes and gives the text of important legal restrictions on the right to strike. Outline of the questionnaire used in strike vote study in Alberta is given in Appendix B. A bibliography of pertinent literature is included.

This summary of Government Supervised Strike Votes has been prepared by the author for the Labour Department-University Research Committee.

in addition, data on a number of unionconducted strike votes in Queensland, Australia, are given. Finally, there is a discussion of the major issues involved in mandatory strike voting, with some tentative conclusions drawn on the basis of the evidence presented.

Wartime Federal Legislation

With the outbreak of World War II, steps were taken by the Dominion Government to improve the federal machinery for settling the increasing number of industrial disputes. On November 7, 1939, under the powers conferred by Parliament under the War Measures Act, the scope of The Industrial Disputes Investigation Act was enlarged to include industries engaged in war production. Thus many industries previously under provincial jurisdiction were brought within the scope of the Act.

^{*}Available from the publisher, C.C.H. Canadian Limited, 1200 Lawrence Avenue West, Toronto; pp. 245; price \$9.00.

Among extensions of the Act's provisions was a clause which made it unlawful for an employer to declare a lockout, or employees to go on strike, until a report had been submitted to the Minister of Labour by a Board of Conciliation and Investigation. Further powers were granted the Minister, under Order-in-Council P.C. 7307 of September 1941, to prohibit strikes until after a strike vote had been taken. The order required that before employees take a strike vote or go on strike they notify the Minister of their intent. If the Minister felt that a work-stoppage would hinder war production he could order that the strike vote be supervised by his Department. All employees who, in his opinion, were affected by the dispute were entitled to vote and only where a majority of those entitled to vote cast their ballots in favour of it could strike take place.

P.C. 7307 remained in force until September 1944 during which period there were thirty-six applications for supervision of strike votes. Sixteen disputes were resolved before a strike vote was taken. Votes were, however, conducted in twenty disputes: the employees involved voted in favour of strike action in fifteen cases, against strike action in fifteen cases. Of the total number of employees participating in the twenty supervised elections, over 85 per cent voted in favour of going on strike. Twelve strikes occurred after all the provisions of the Order had been complied with.

As in Canada, the War Labour Dispute Act of 1943, also provides for the taking of strike votes. The stated purpose of the strike vote caluse was to inform the President of disputes which threatened to interrupt war production and to allow employees "an opportunity to express themselves, free from restraint and coercion, as to whether they will permit interruption in war time." The Act authorized the President to seize establishments needed for the war effort if production was threatened by a work-stoppage; it was a criminal offence for a trade union to call a strike in any plant seized by the government.

Strikes were also prohibited in privately operated establishments unless a 30-day strike notice had been filed. If the dispute was not settled, the National Labor Relations Board was required to conduct a secret ballot vote to find out whether the employees concerned wished to go on strike. The vote was conducted among those employees regarded as forming the collective bargaining unit. No criminal penalties were imposed for violating the strike vote provision of the Act, but a civil suit could be brought against violators by either the government or any other party injured by

the strike. It was legal, if the government had not seized the plant, for the union to strike after the thirty-day "cooling-off" period, irrespective of whether a majority of the employees involved had voted against strike action.

During the two-and-a-half years that these provisions were in effect the N.L.R.B. conducted over 2,000 strike votes involving almost three million eligible voters. Eighty-five per cent of the voting units gave their leaders majority authorization to call a strike. Of the total number of eligible voters who cast ballots, 80 per cent voted for a strike. Strikes occurred in about 15 per cent of the cases where all the provisions of the Act had been fiulfilled.

Provincial Legislation

By an amendment to the Industrial Conciliation and Arbitration Act of 1938, the Province of Alberta has required a supervised strike vote since 1945. The current Labour Act requires that:

- (a) no trade union, no officer or representative of a trade union . . . shall authorize or call a strike, and
- (b) no employee shall go on strike, until a vote has taken place under the supervision of the Board (of Industrial Relations) . . . and a majority of the employees entitled to vote have voted in favour of a strike.

The results of strike votes conducted in Alberta during the years 1954-1958 indicate that over 71 per cent of the valid votes cast were in favour of strike action. Fifteen legal strikes occured in the period under review. The majority authorization required for a strike is not a majority of the votes cast by each voting unit, but rather a majority of those workers entitled to vote in each unit.

In common with Alberta, the Industrial Conciliation and Arbitration Act of British Columbia required that on questions of acceptance or rejection of what were called arbitration awards, an award should be submitted to a vote supervised by the Minister of Labour. After the war, when the Province resumed its normal jurisdiction over labour relations, the above Act was repealed and replaced by a new Act of the same name. The latter was based on the old Act, the innovations consisting mainly of features contained in the wartime federal labour code. One such innovation was the compulsory supervised strike vote provision. In principle the statute followed that of the Alberta Labour Act, particularly with regard to the conciliation procedures to be followed by a union before members could strike or an employer cause a lockout. One important difference was that majority

authorization of the employees who voted was considered adequate for union leaders to take strike action, rather than majority approval of those entitled to vote, as in Alberta.

The British Columbia Act no longer stipulates that the strike vote be government supervised, but requires that "at the request of either party to a dispute, the Minister shall appoint a person or persons to conduct the taking and counting of the vote . . ." It is, however, compulsory that a strike vote be taken and a majority vote in favour of strike action before a strike may legally occur; but if no request is made to the Minister, the vote is not supervised. The experience of the Department of Labour has been that in almost every case supervision is requested by either the employer, the union or both.

In British Columbia, during the sevenyear period 1952-1958 for which data are available, a total of 120,000 eligible voters were involved in strike votes; nearly 90 percent of these voters cast valid ballots. Of the valid votes cast, 88 per cent favoured strike action. An average of 28 legal strikes occurred each year during this interval.

The State of Michigan requires, under its Labor Mediation Act, that when parties to an industrial dispute are unable to resolve their differences, they must submit the dispute to a tripartite mediation board. Failing settlement, the Labor Mediation Board may conduct a supervised strike vote by secret ballot among the employees in the bargaining unit involved. Strikes are forbidden under the Act unless a majority of the employees, casting valid ballots, authorize strike action. Of the strike votes conducted by the Board during the period 1952-1958, over 55 per cent resulted in strike authorization by a majority of those casting votes in the units involved; slightly over 55 per cent of the valid votes cast, were in favour of strike action. As in Alberta and British Columbia, non-union members are permitted to vote in elections conducted by the Board.

Reasons for Strike Vote Regulations

Strike vote legislation was enacted in wartime with the aim of limiting the power of trade unions to call strike indiscriminately. The intention was to keep the number of strikes to a minimum and thus enable war production to be maximized. There is no evidence available to indicate if the legislation achieved this desired aim, but spokesmen for both the Canadian and United States governments have expressed the view that the requirement did little to

impede strikes. In fact the results indicate that in no imporant dispute did workers vote against strike action.

Reasons have been given by observers. from time to time, why strike vote legislation is required in Alberta and British Columbia. An outbreak of strikes followed in the wake of World War II. It was alleged that some of these strikes occurred because the unions involved were Communistdominated. To curb such influence, employer associations and members of the public agitated for tighter legislative controls, including the requirement of a secret strike vote to be conducted by the government. It was also argued that such legislation was desirable on the ground that it would guarantee both union and non-union employees the right to express their feelings on strike action without fear of censure, discrimination or retribution.

The results of strike voting conducted in British Columbia and Alberta suggest that workers in the former province granted approval for strike action more readily than did workers in Alberta. The assertion that supervised strike voting tends to reduce the number of strikes does not gain much support from the results of this study. The fact that a number of votes were conducted in which majority authorization to strike was withheld need not imply that strikes were avoided solely because of the voting provision. There is no way of knowing whether or not strikes would have taken place in the

absence of a supervised vote.

The second assertion, that only by means of a secret ballot strike vote can employees involved in a dispute express their "true feelings" about striking, is a subjective matter concerning the procedure some think it is desirable for unions and employees to follow before being permitted to strike. The evidence available on strike control provisions imposed on union locals, by their international constitutions, suggests that most unions are obliged to follow "democratic" procedures when seeking strike authorization from their membership. In addition, unions usually must obtain head office permission before calling a strike.

Supporters of strike voting question the ethics of union strike control procedures. They also assert that some union leaders are able to exert persuasive power over the rank-and-file. In their view, the government is justified in requiring impartial supervision of strike votes. Union leaders deride these views and point to the evidence available on strike voting to show that there were many instances where strike authorization was withheld. They also argue that a strike is resorted to only after all attempts at a peaceful settlement have failed; some

leaders add that, occasionally, it is the rankand-file who are strike-prone and must be restrained. The supervised strike vote requirement is seen as a restriction on the right to strike and an attempt to jeopardize the security of the union. More significantly, a number of union spokesmen maintain that the vote militates against sound labour-management relations in that it delays "real" negotiations until the legislative hurdle has been cleared.

Conclusions

The author of the study concludes that there is no strong evidence available to support or deny the assertion that the requirement of supervised strike votes acts as a deterrent to work-stoppages. On the basis of the results and the tentative conclusions derived from these, there does not appear to be any clear-cut, *Prima facie* case why strike vote legislation should be adopted by the federal government or those provinces which are under pressure to enact such a measure. It is emphasized, however, that because of the limitations of the data, any conclusions drawn and observations made in the study from these separate lines of investigation are tentative only—suggesting tendencies rather than offering positive evidence.

Need Seen to Adapt our Motives and Methods in Collective Bargaining

Karl E. Scott, President of the Ford Motor Co. of Canada, suggests three changes to improve the state of industrial relations in Canada and lays down four main tactical principles that should govern future negotiations

Our system of collective bargaining in Canada is seriously hampered by our outdated attitudes toward it, and of all the various phases of our evolving economy our motives and methods in collective bargaining have least adapted themselves to the new demands of world competition. This was the opinion expressed by Karl E. Scott, President of the Ford Motor Co. of Canada, in an address delivered before the British Columbia Chamber of Commerce in Vancouver recently.

Under the stimulus of the problems that are harassing Canadians in a changing world economy, "there is a solemn realization that our historic Canadian qualities of ingenuity and boldness are being severely tested. Growing out of this, there is a willingness among an increasing number of our business leaders to jettison outdated practices and habits, no matter how traditional, which jeopardize our ability to compete. There is a vigorous spirit of inquiry into new and better methods of managing the nation's business for the greater benefit of all Canadians," said Mr. Scott.

For this reason, he asserted, it is timely that our present collective bargaining attitudes and methods be exposed to public scrutiny and discussion, and it is right that our labour-management relations should be "dissected in the same forthright manner in which, as I have indicated, Canadians are re-evaluating other factors which directly affect the present-day lives and future prospects of every Canadian man, woman and child."

Three suggestions for improving the state of industrial relations in Canada were made by the speaker:

First, business leaders must re-affirm their belief in the principle of collective bargaining. Acceptance of this principle by management must, however, presuppose that collective bargaining is rendering service to the economy as a whole. "All too intolerable, as is too often the fact, are the repetitive excessive demands made on individual industries, penalizing their competitive abilities, and jeopardizing the economy."

Secondly, all Canadians, including union leaders and union members, must recognize that the Canadian industrial system, and with it the system of collective bargaining, is at a crossroads in its development. The competition of overseas products in both quality and price is strong, and "obviously, collective bargaining cannot create jobs for Canadians if, in the first place, we cannot get customers for *our* products."

Finally, all Canadians engaged in industry, including management, employees and responsible union leaders, must in their own interests, voluntarily re-orient their attitudes toward collective bargaining in the context of Canada's new world environment. "Postures taken at Canadian bargaining tables should be governed by the realities of the world economic explosion."

The adoption of new attitudes toward collective bargaining does not imply the surrender of traditional prerogatives by any participant, Mr. Scott said, but it does mean

a recognition by all concerned that the nation's economic dilemma is urgent. It also means that the recognition should be stated publicly so that there shall be "no deception of the public at this critical period in our history."

"There is no further room for cynicism or selfish interest if Canada is to achieve a constructive, rather than, as is too frequently the case at present, a disruptive collective bargaining climate. Dissenting individuals and groups, therefore, must be held accountable to the public to the degree that further aggravations of our economic maladies will be attributable to them." the speaker said.

He pointed out that the stage was admirably set for the eradication of obstructive abuses from Canadian collective bargaining. because "never before in our history have the people who manage our companies and the people who work in our companies been so similar in so many ways."

"For example, management of our free enterprise companies increasingly is directed by managers who are employees, rather than proprietors." Present day managers do not comprise a "preordained elite class," and do not wield extensive powers over the economy. "Actually, they can fail to heed the discipline of the market only at peril to themselves, their businesses and the jobs these create."

The employees also have long outgrown. both intellectually and materially, the position that at one time justified the now outdated slogans about the "exploitation of the masses."

Mr. Scott laid down four main tactical principles that he said should in future govern negotiating postures taken by all participants:

First, there should be a minimum of government intervention in private enterprise, or recourse to government. Our ability to continue to compete internationally in the long-term cannot be legislated or subsidized."

"Second, economic factors in foreign countries are not necessarily valid in Canada. Attempts to apply them in Canadian collective bargaining needlessly create fictitious bases for disagreement." For example, for Canadian labour negotiators to aim at wage parity with the United States "is certainly sentimentally desirable, but practically unsound because of the fundamental differences between the two national economies, including Canada's small domestic market and lack of mass production volumes."

It was also unreasonable for management to take the lower wage rates that prevail in Europe as a guide in collective bargaining. For Canadians to reduce their living standard drastically did not appear to be necessary, "provided each of us can diligently back it up by contributing to the growth of our national productivity made necessary by world-wide competition."

"Third, short-term economic situations should not be exploited in order to enforce unreasonable or unfair demands, either by management or organized labour."

"Fourth, there should be no abdication of basic rights by either labour or management." Management employees must continue to recognize the unions' right to organize and to expect management to bargain in good faith. Management employees, on the other hand, cannot consider anything that would significantly impair the right of management to manage.

"It is my sincere conviction that if management and labour honestly and resolutely will subscribe to such basic principles of collective bargaining in Canada, the attainment of our most urgent economic objec-

tives will be assured.

"These objectives include the following: Contrary to frequent claims, management does share with all Canadians the desire to stabilize and expand employment in this country. Apart from purely humane reasons, this is essential to provide us with a growing domestic market.

"Let me warn, however, that employment growth must result from competitive achievements. It cannot be created and sustained through artificial arrangements. Such devices or gimmicks may provide a few temporary jobs, but they also will impose burdensome costs on the industry involved, thus creating competitive disadvantages which inevitably must result in fewer customers and more layoffs," Mr. Scott said.

Employees represented by unions must share management's recognition of the need to keep on modernizing and expanding plants where necessary, in order to compete

Improving the quality of our products, the speaker said, is important from a competitive point of view, and it is in this sphere that trade unionism can make one of its most vital contributions. "Quality must be built into our products during the manufacturing process-it cannot be inspected into products afterward. This calls for special dedication by all Canadians to their jobs-a dedication which union leaders and members can help inspire.

"Finally, both management and labour in Canada are increasingly aware of the

premium placed on industrial skills of an ever-increasing variety by the demands of the new world economy. The result will be an ever-increasing flow of new opportunities for more people, if we provide the proper educational and training climate."

Collective bargaining can help Canadians to seek and find new and better ways to industrial and social achievements; but, on the other hand, it can retard the pursuit of economic objectives and thus place Canada's economic independence in jeopardy, Mr. Scott said. "Surely, since so many millions of Canadians are affected, nobody at the bargaining table dares evade the challenge."

Canadian Industry Must Close the Gap Between the Skills it Has and the Skills it Needs

To the extent that technological changes result in stable or increasing opportunities for employment within an industry, the industry itself can deal with the situation by means of on-the-job training directed to the upgrading and adjustment of the skills of the workers, said K. Hallsworth, Director of Industrial Relations, Ford Motor Co. of Canada, in a recent address given at the Notre Dame Industrial College School, Welland, Ont.

"If, on the other hand, these dislocations result in layoffs of workers in individual industries, as well as lack of employment opportunity for new entrants into the labour market, a social problem is created which is national in its scope," the speaker continued. "This is the situation in which our country finds itself today."

There is a prevailing notion that workers displaced by technological change can be isolated and placed in a distinct group separate from those displaced from other causes, such as changes in demand, Mr. Hallsworth said. This, however, is not the case. In both Canada and the United States it has been found almost impossible to distinguish between workers laid off because of automation and those who become unemployed from other causes.

It is evident, however, that new technology makes greater demands for skill, and some industries are unable to fill positions that call for special knowledge or higher skills, the speaker said. At the same time, there are many unemployed persons who, because of low educational qualifications and lack of skill, stand little chance of obtaining employment unless they get more training.

Together with an urgent demand for more graduates in the engineering, scientific and managerial fields, at vocational schools and universities there is "a widening recognition of the need for a perspective which will permit graduates to meet changing requirements throughout their working careers." If Canada is to retain its position in the world economy, it cannot afford to

lag in the provision of highly trained people, Mr. Hallsworth asserted.

He went on to speak of the urgent need to impress upon school pupils and their parents the importance of an adequate education, quoting a recent report of the Ontario Department of Education to the effect that 70 out of every 100 who go through school do not pass junior matriculation. "Surely the drop-out rate from our school requires urgent and continuing attention. Similarly, avenues for providing trainto those who have already left school should be explored to the greatest extent possible."

With new and complex machinery it is essential for even skilled workers continually to keep their knowledge up to date, and most companies have programs of staff development and training, Mr. Hallsworth pointed out. "The gap between the skills we have and the skills we need must be filled, to the extent possible, by the training and development of our own employees. Additions to the work force must possess the skills required to do the jobs concerned."

Canadian industry, the speaker said, faces a continual increase in competitive pressures both at home and abroad, and in this struggle we possess no particular natural advantage and some disadvantages. "The answer, obviously, is to develop new techniques for economical production designed to meet the size of our markets, and increased sales effort in order to improve our markets."

These new conditions are having "profound effects on organizational structure and management needs." Employees must be people "to whom change and challenge are exciting. We need employees who are flexible and alert to the need for change and constant improvement."

"Buildings and machinery, no matter how modern or expensive," said Mr. Hallsworth, "can do nothing without thoroughly competent people to operate and manage the enterprise of which they form a part."

Labour Legislation of the Past Decade-VIII

Eighth of a series of articles reviewing developments in labour legislation since 1950 deals with the changes in coverage of Canadian labour relations legislation

Part 7—Labour Relations and Trade Union Legislation

The present system of labour relations legislation in Canada was a comparatively new venture ten years ago. Government intervention to assist in the settlement of disputes dates back to the beginning of this century, but it was not until the late 1930's that the concept of the obligation of an employer to recognize and bargain with a trade union supported by the majority of his employees was adopted as a principle in the legislation of some provinces, and it was not until the 1940's, during the war years, that the further step was taken of providing effective means for determining questions of representation, defining appropriate bargaining units, requiring negotiation between management and bargaining agents, and laying down the ground rules within which the collective bargaining relationship was to operate.

Federal jurisdiction was greatly extended during the war, with the result that management and labour became accustomed to a uniform labour code across the country. As a result of this experience, and also because of a deliberate effort of the federal authorities in 1947 and 1948 to work out legislation that might be acceptable both in the federal field of jurisdiction and in each of the provinces, the legislation adopted in the first post-war years had many principles and provisions in common. This article will describe the major changes which have been made in the 1950's. The legislation with which it deals is indicated in the accompanying table.

Coverage

The federal Industrial Relations and Disputes Investigation Act applies throughout Canada to the employers and employees in industries and enterprises under federal jurisdiction.

Each of the provincial labour relations Acts applies with few exceptions to the employers and employees in the province operating within the jurisdiction of the provincial legislature. In the period, the field of operations of the federal Act has been widened by several court decisions which have held that Parliament has exclusive authority in interprovincial and international road transport, pipe lines extending beyond the limits of a province, over stevedoring operations serving out-of-the-province shipping, and over uranium mining and the processing of nuclear material.

Industry and Occupational Exclusions

Several of the provincial Acts exclude certain industry or occupational groups. Domestic service and agriculture are excluded in Alberta, British Columbia, New Brunswick, Ontario and Quebec; and horticulture, hunting and trapping in British Columbia, New Brunswick and Ontario. No change has been made with respect to these exclusions, except that in Ontario in 1960 the Act was amended with respect to the exclusion of horticulture to make it clear that an employee of a munici-

pality or a person employed in silvaculture is not excluded by reason of the fact that he may be engaged in horticulture work. It is only the employees of employers whose primary business is horticulture who are excluded.

In 1950 the federal Act and the Acts of all the provinces except British Columbia, Prince Edward Island and Saskatchewan excluded employees who are members of certain professions and employed in their professional capacity. The professions excluded are the medical, dental, architectural, engineering or legal professions (in Quebec, professions covered by the Bar Act, Notarial Code, Medical Act, Study of Anatomy Act, Homeopathists' Act, Pharmacy Act, Dental Act, Veterinary Surgeons' Act, Civil Engineers' Act, Land Surveyors' Act, Architects' Act, and Dispensing Opticians Act, and any person admitted to the study of one of these professions). When the British Columbia legislation was replaced in 1954, professional persons were excluded as in the other provinces. The only other change during the period was that in Manitoba in 1956 the dietetic profession was added to the list of excluded professions in the Manitoba Act.1

¹Dietitians were excluded from the New Brunswick Act by a 1961 amendment, as were also nurses and teachers.

Managerial and Confidential Employees

Managerial employees and certain confidential employees are excluded in all the Acts. The federal Act, and the Acts of Alberta, British Columbia (since 1954), Manitoba, New Brunswick, Newfoundland and Nova Scotia, state that a manager or superintendent, or any other person who, in the opinion of the Board, exercises management functions or is employed in a confidential capacity in matters relating to labour relations, is not an employee under the Act. The Ontario Act, as passed in 1950, stated that no person shall be deemed to be an employee who is a manager or superintendent or who exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations. The words "in the opinion of the Board" were added by a 1957 amendment, making it clear that, as in the federal Act and the Acts of the other provinces listed above, the decision as to what constitutes managerial or confidential functions rests with the Board.

The Crown and Crown Agencies

The federal Act and the Acts of all the provinces except Saskatchewan exclude Government employees, either in direct terms as in Section 55 of the federal Act, or by virtue of the rule of interpretation that if an Act does not specifically state that it binds the Crown, the Crown is not bound by it. The Saskatchewan Act specifically states (Section 2 (5)) that Her Majesty in right of Saskatchewan is bound by the Act.

In Quebec, the Labour Relations Act applies to public services and their employees, whether carried on by the government or by commercial enterprises, subject to the modifications set out in the Public Services Employees Disputes Act.

The position with respect to companies, boards and commissions set up to carry out a government function varies somewhat in the different jurisdictions. The federal Act and the Acts of New Brunswick, Newfoundland, Nova Scotia, Manitoba and Quebec deal specifically with the position of such

Labour Relations Legislation in Canada, 1950-1960

Legislation in effect in 1950, with date of enactment

Canada: Industrial Relations and Disputes Investigation Act. 1948.

Alberta: Alberta Labour Act. 1947. Amended in 1948, 1950.

British Columbia: Industrial Conciliation and Arbitration Act, 1947. Amended in 1948. Trade-unions Act, R.S.B.C. 1948, c. 342 (enacted 1902).

Manitoba: Labour Relations Act. 1948. Amended in 1950.

New Brunswick: Labour Relations Act. 1949.

Newfoundland: Labour Relations Act, 1950.

Nova Scotia: Trade Union Act. 1947. Amended in 1948, 1949.

Ontario: Labour Relations Act, 1950.

Prince Edward Island: Trade Union Act, 1945. Amended in 1948, 1949.

Quebec: Labour Relations Act. 1944 (R.S.Q. 1941, c. 162A) Amended in 1945, 1946. Quebec Trade Disputes Act, R.S.Q. 1941, c. 167 (enacted in 1901).

Saskatchewan: Trade Union Act. 1944. Amended in 1945, 1946, 1947, 1950.

Amendments in period 1950-60, with citation in 1960

None. R.S.C. 1952, c. 152.

Amended in 1954. R.S.A. 1955, c. 167, amended in 1957, 1958, 1959, 1960.

Replaced in 1954 by Labour Relations Act, 1954, c. 17. R.S.B.C. 1960, c. 205. Trade-union Act replaced in 1959. R.S.B.C. 1960, c. 384.

R.S.M. 1954, c. 132. Amended in 1956, 1957, 1958, 1959, 1960.

R.S.N.B. 1952, c. 124. Amended in 1953, 1955, 1956, 1959, 1960.

R.S.N. 1952, c. 258.

Amended in 1959, 1960. Trade Union Act, 1960, c. 59.

Amended in 1951, 1953.

R.S.N.S. 1954, c. 295, amended in 1957. Amended in 1954, 1956, 1957, 1958, 1959, 1960.

R.S.O. 1960, c. 202.

R.S.P.E.I. 1951, c. 164. Amended in 1953, 1956, 1957, 1958, 1959, 1960. Amended in 1951, 1952, 1953, 1954,

Amended in 1951, 1952, 1953, 1 1959.

R.S.S. 1953, c. 259. Amended in 1954, 1955, 1956, 1958. bodies. Any corporation established to perform any function or duty on behalf of the Government of Canada is covered by the federal Act unless it is excluded by Order-in-Council. In 1948, the National Research Council and Canadian Arsenals Limited were excluded, and in 1958 part of the Canadian Arsenals operations, the plants at Long Branch and Lindsay, were brought back under the Act.

The Newfoundland Act has the same provision as the federal Act. No crown companies have been excluded.

In New Brunswick, the Act does not apply to any government agency acting for or on behalf of or as an agent of Her Majesty unless an order in council is passed to make it apply. The New Brunswick Electric Power Commission has been brought under the Act with respect to certain classifications of employees.

The Nova Scotia Act does not apply to any government body whose employees are subject to the Civil Service Act or the Public Service Superannuation Act. An order in council passed February 8, 1956, and still in effect, granted to government employees who are not covered by the Civil Service Act the right to become members of trade unions and established a procedure for negotiation. The Nova Scotia Liquor Commission have entered into collective agreements with unions representing their employees in the unit approved by the Minister of Labour under this order. Permission has also been granted to certain trade unions to act as agents of certain employees of the Department of Highways, Health and Public Works.

As passed in 1948, the Manitoba Act excluded any government body if the management board was appointed by Act of the Legislature or by order-in-council. In 1958 the Act was amended to bring under it five specified corporations and to provide special measures for dispute settlement in these undertakings.

The Acts of the other provinces make no mention of coverage of government corporations. When they do not, it is a question of interpretation whether the general rule that the Crown is not bound by a statute except by specific terms applies to crown corporations. Government bodies set up to carry out public utility functions have been considered to be subject to the labour relations legislation in some instances. The situation was clarified in Ontario by the Crown Agency Act, 1959, which specifies that every crown agency of the province with the exception of the Hydro-Electric Power Commission is for all its purposes an agent of Her Majesty. As a result, the interpretation has been that government corporations in Ontario, other than that Commission, are not governed by the Labour Relations Act.

Municipalities and their employees are governed by the Acts of most provinces. The Ontario Act, as passed in 1950, provided that any municipality may declare that the Act does not apply to it, and this provision still stands.

The New Brunswick Act, as passed in 1949, did not deal specifically with the position of municipalities. It was amended in 1951 to provide that any municipality or any municipal board or commission could, by resolution, bring itself under the Act. In 1959 a new provision was substituted, bringing municipalities under the Act unless the municipality by resolution removes itself from the application of the Act, the same situation as prevails in Ontario.¹

In all the other provinces municipalties are subject to the Act. In Quebec, municipal and school corporations, while subject to the Labour Relations Act, are subject to special legislation in regard to dspute settlement.

With respect to certain categories of municipal employees, policemen, firemen and teachers, there has been a trend during the period either to remove them from the scope of the general labour relations legislation and place them under special Acts, or to provide special measures for dispute settlement.

Members of a municipal police force are excluded from the labour relations legislation and are subject to special legislation both as regards bargaining and dispute settlement in Ontario and Alberta; they are within the scope of the labour relations legislation but subject to special provisions with respect to dispute settlement in British Columbia, Quebec and Saskatchewan; they are under the Manitoba Act but are subject to the provision that they may not strike; they are under the Act unless excluded by declaration in New Brunswick (the same position as other municipal employees)1; they have been held by a court decision not to be "employees" within the meaning of that term in the Nova Scotia Act, and are therefore excluded; and the question of their position under the Acts of Newfoundland and Prince Edward Island2 does not appear to have arisen.

¹ In 1961 the provision relating to municipalities was repealed, with the effect that municipalities will be subject to the Act in the same way as other employers.

² A 1961 amendment in Prince Edward Island provides that members of a city, town or village police force may not strike.

Firemen are excluded and subject to special legislation both as regards collective bargaining and dispute settlement only in Ontario. They are under the general labour relations legislation and subject to special dispute settlement provisions in Alberta,

British Columbia, Manitoba, Quebec and Saskatchewan. In the other provinces their position appears to be the same as that of other municipal employees.¹

Teachers are excluded in Manitoba and

Ontario².

Certification of Bargaining Agents

Provision for the certification of a trade union as the bargaining agent of the employees in an appropriate bargaining unit was in 1950 a common feature of the federal Act and of all the provincial Acts except that of Prince Edward Island. The Canada Labour Relations Board for the field of federal jurisdiction, and a labour relations board in each province, had been set up and empowered to determine the issues necessary to decide questions of representation. By the end of the decade Prince Edward Island had also provided for a certification procedure.

The basis for certification under the federal Act and under most of the provincial Acts is that the Board must be satisfied that the majority of the employees in a unit appropriate for collective bargaining are members in good standing of a trade union, or that, as a result of a vote of the employees in the unit, the Board is satisfied that a majority of them have selected the trade union to be a bargaining agent on their behalf.

The general rule is that a Board may certify a union if it establishes that a majority of the employees in the unit are members of it, and if the Board orders a vote, it may certify if a majority of the employees in the unit vote in favour of the union as a bargaining agent. Under the Nova Scotia Act as amended in 1949, as in the other Acts, the Board may certify a union if it is satisfied that the majority of the employees in the unit are members in good standing of the trade union, but, if a vote is taken, the Board may certify if not less than 60 per cent of the employeess vote and a majority of such 60 per cent vote in favour of the union. The Ontario Act, since 1950, has authorized the Board to certify a union on the basis of union membership only where it has established that 55 per cent of the employees in the unit are members (or on the basis of more than 50 per cent membership in an exceptional case where the Board is satisfied "that the true wishes of the employees are not likely to be disclosed by a representation vote"). The Board is required to order a vote if not less than 45 per cent nor more than 55 per cent are members, and may do so in other cases. The Board may certify on the basis of a vote if more than 50 per cent of all those eligible to vote cast their ballots in favour of the trade union. Employees who are absent from work during voting hours and who do not cast their ballots are not counted as eligible. A similar provision was placed in the Alberta and British Columbia Acts in 1954, the Alberta amendment being spelled out to cover employees absent from work on the day of the vote who did not vote by reason of illness, authorized leave of absence, annual vacation or weekly day of rest. Two new categories were added to this provision in 1960, namely those who have been laid off or whose employment has terminated.

The basis for certification remains somewhat different in the Saskatchewan Act. A vote is to be directed if the applicant union establishes that in the six months preceding the application 25 per cent of the employees have indicated their choice of the union by membership or by written authorization. Unless the Board is satisfied that another union has a clear majority, or unless a representation vote has been held in the preceding six months, it is required by the Act to hold a vote. The Act further provides that a majority of those eligible to vote constitute a quorum and a majority of those voting determine the question of representation.

Each Board has had to determine what rules it will apply in determining who is a member in good standing for the purposes of the Act. Most of the Acts specifically state that "if in any proceedings before the Board a question arises under this Act as to whether . . . a person is a member in good standing of a trade union, the Board shall decide the question and its decision is final and conclusive for all the purposes of this Act." Another question that has arisen under some Acts has been the date as of which evidence of membership should be accepted. On both these matters a number of amendments to Acts and regulations have been made in the ten-year period.

¹ A 1961 amendment in Prince Edward Island provides that full-time employees of a fire department may not go on strike.

 $^{^2}$ In British Columbia and New Brunswick also by 1961 amendments.

Two principles have been followed in laying down the conditions under which a person will be recognized as a union member for the purposes of the Act: that the Board satisfy itself that the requirements of the particular union constitution have been met in each case, or, alternatively, that the applicant union be required to produce certain prescribed evidence of membership satisfactory to the Board.

The Alberta Act as amended in 1954 adopts the first principle-"membership in good standing according to the constitution and by-laws of the union". Under the British Columbia Act, since it was replaced in 1954, the other principle is followed. If the applicant union claims that a person is a union member, two conditions, laid down in Board regulations, have to be met to establish union membership for the purposes of the Act; first, the person must have signed an application for membership, and second, must have paid at least one month's dues for or within a defined period (approximately three months) before the date of the application. A person who has joined the union during that period has to have paid an admission fee at least equal to one month's dues.

The Manitoba requirements, also amended during the period, are a combination of the two approaches. The test for determining membership, adopted in the rules of procedure and practice of the Board in 1953 and incorporated in the Act when it was amended in 1957, specify that no person is a member in good standing of a union for the purpose of certification if, at the date of the application, he is excluded from membership in the union by the express terms of the union constitution. A person must have been a member in the three month period before the application, not suspended "either by direct action by the union or automatically by the terms of the constitution of the union," and have paid at least a month's dues at the regular rate during that period. A new member during that three-month period, as well as making application in writing, and paying the initiation fee prescribed by the union constitution, or, if none is pescribed, paying one month's union dues or one dollar, whichever is the greater, must have been "received into the union in the manner prescribed in the constitution of the union."

The Prince Edward Island Regulations and Rules of Procedure approved in 1960 also require that the Board must be satisfied that a person was "admitted to membership in the trade union in accordance with its constitution rules and by-laws," as

well as requirements with respect to the payment of an initiation fee and monthly dues.

Under the federal Act and the Acts of New Brunswick, Newfoundland, Nova Scotia, Ontario and Quebec the rules for establishing membership in good standing were not changed in the period. Except in Nova Scotia, where the Board must be satisfied that a person has been admitted to membership in the trade union "in accordance with its constitution, rules or by-laws" the evidence of membership required is generally signed applications for membership and receipts showing payment of union dues in or for a defined period, or, in the case of a new member, an initiation fee in a prescribed amount.

To remove doubt as to the Board's final authority to determine who is a member in good standing, the New Brunswick Act was amended in 1952 to give specific authority for the making of regulations determining when a person was to be deemed a member in good standing of a trade union. Similarly, a provision was inserted in the Ontario Act in 1954 empowering the Board to determine the form in which evidence of membership in a trade union should be presented to the Board.

Several Acts were amended (Alberta, British Columbia and Saskatchewan in 1954 and Manitoba in 1957)¹ to state expressly that, in dealing with an application for certification, the Board should consider the number of members in good standing at the date of the application. In the Saskatchewan amendment, the Board was given absolute discretion to refuse to consider evidence concerning any event happening after the date on which the application was filed with the Board.

In Quebec, a similar rule was laid down in 1955. An amendment to By-law No. 1 of the Quebec Labour Relations Board stated that the date used for computing the membership of a union should be the one on which the application was filed with the Board. Previous to 1950, the same date had been fixed upon in the federal, New Brunswick, Nova Scotia and Newfoundland jurisdictions.

In order to prevent any discrimination against an individual by reason of the exercise of his right to joint a trade union of his choice, the Acts of most jurisdictions stipulate that membership records placed before the Board are to be confidential.

Amendments were made to the New Brunswick Act in 1952 providing that membership records of a trade union which were produced in proceedings before the Board

¹ New Brunswick in 1961.

were for the exclusive use of the Board and were only to be disclosed with the Board's consent. They further provided that, unless the Board gave its consent, no person might be compelled to disclose whether a person was or was not a member of a trade union or did or did not desire to be represented by a trade union.

In the latest (1960) revision of the Alberta Act a new section was added, clearly stating that the Board is not required to divulge the names of any persons who are or are not members of a trade union.

Applications during the Term of an Agreement

All of the Acts lay down certain conditions under which an application for certification is barred because of an existing collective agreement. Under the federal Act, an application may not be made during the first ten months of the term of a collective agreement—a so-called "closed season". The Quebec and Saskatchewan Acts, from the time of enactment, have always had a different approach, providing for an "open season" from the 60th to the 30th day before the expiry date of an agreement, no matter what its duration. When the Ontario Act was passed in 1950, regard was had to the trend towards long-term agreements. The Act retained the ten-month "closed season" that had been a feature of the earlier legislation and in addition a new provision set up a new "open season" of two months' duration at the end of each year of the life of a long-term agreement. The Act was again amended in 1958 to provide that where a collective agreement is for a term of not more than two years, an application may be made only after the commencement of the last two months of its operation. That is, there is now no "open season" at the end of the first year of a two-year agreement.

Alberta in 1954 and 1957, British Columbia in 1954, and Manitoba in 1957, have also enacted provisions to give greater stability and greater protection to a bargaining agent that is a party to a long-term agreement. Under these Acts there is now an "open season" only during the 11th and 12th month of each year of the term of an agreement, or during the last two months (to take care of an agreement for a term not in even years). Under the Manitoba Act, notwithstanding the above general rules, the Board is permitted under a 1959 amendment to allow an application to be made at any time if it considers that the employer or employees or both would

suffer substantial and irremediable damage or loss if an application were not entertained.

New provisions added to the Alberta Act in 1960 specify that where the parties to an agreement, either before or after the expiry of an agreement, agree to continue its operation for a period less than one year or for an unspecified period while they are bargaining, the continued operation of the agreement does not act as a bar to an application for certification as a bargaining agent. Similarly, where notice to commence bargaining has been given, and the agreement in force provides for its continuation beyond the first fixed date for its termination, such a continuation does not constitute a bar to an application for certification by a third party.

Bargaining Units

One of the important functions of Labour Relations Boards in all jurisdictions in Canada is to determine whether the unit in respect of which an application for certification is made is appropriate for collective bargaining. Any of the Boards, before determining whether the applicant union has sufficient support for certification, may include additional employees in a unit or exclude employees from it.

The Ontario Act was amended in 1954 to specify that the Board may, before determining the unit, conduct a vote of any of the employees of the employer for the purpose of ascertaining the wishes of the employees as to the appropriateness of the unit. Other Boards may also have such authority, if they choose to exercise it, through the general authority to conduct votes on any question affecting employees that is before the Board.

In most of the Acts it is specified that a unit means a group of employees and an appropriate unit may be an employer unit, craft unit, technical unit, plant unit, or any other unit. The test of appropriateness has to be applied by the Board in accordance with the circumstances of each case. The Nova Scotia Act is the only one which seeks to lay down general rules for the Board to follow. It states that the Board in determining the appropriate unit shall have regard to the community of interest among the employees in such matters as work location, hours of work, working conditions, and methods of remuneration. The discretion given the Boards in Alberta and British Columbia to determine appropriate units has been considered to permit the determination of a unit consisting of all the operations which an employer may have or may undertake throughout a defined geographic area.

As amended in 1954, the Ontario Act directed the Board not to include in a bargaining unit with other employees "a person employed as a guard to protect the property of his employer". At the same time, since division into different units would serve no purpose if the same trade union were certified to represent a unit of guards and a unit of other employees, it was provided that if a trade union admits to membership, or is chartered by, or is affiliated, directly or indirectly, with an organization that admits to membership persons other than such guards, it may not be certified to represent them.

While a union is normally composed of the employees of one employer, the federal Act and the Acts of several of the provinces specifically provide that a unit which includes employees of two or more employers may be a nappropriate unit, subject to two conditions: that all of the employers consent and that the Board is satisfied that the trade union has majority support among the employees of each of the employers. The British Columbia legislation, until 1954, permitted a multiple employer unit if the majority of the employers consented and the union had a majority in the unit as a whole. The 1954 revision required the union to have majority support among the employees of each of the employers.1

Craft Units

Although all the boards have a wide discretion in determining whether a proposed bargaining unit is appropriate, most of the Acts do lay down a firm direction in respect to craft units. In 1950, most of the Acts (all except those of Quebec, Saskatchewan and Alberta) directed the boards to recognize a craft unit as appropriate if certain conditions were met. The conditions differed slightly, but, in general, there had to be a group of employees belonging to a craft or group exercising technical skills distinguishing them from the employees as a whole, and a majority of the group had to be members of a trade union pertaining to such crafts or skills. The British Columbia and Ontario Acts also laid down the condition of an established trade union practice of separate craft bargaining. (In both these Acts, this condition has been removed during the period.)

In both Manitoba and Ontario, the direction to the board to recognize a craft unit was substantially changed. In a 1957

amendment in Manitoba, the conditions under which a separate unit within an industrial unit may be considered appropriate for a separate certification were stated in terms giving the Board more discretion. Certification is to be granted if, in the board's opinion, the group is otherwise appropriate as a unit for collective bargaining and the circumstances warrant a separation of the group from the employees as a whole.

When the Ontario Act was amended in 1960, the direction to recognize a craft unit was similarly modified. The section which says that if the board finds that any group of employees meets the craft tests it "shall be deemed by the board to be a unit appropriate for collective bargaining" was amended by adding "but the board shall not be required to apply this subsection where the group of employees is included in a bargaining unit represented by another bargaining agent at the time the application is made". The effect is that where the employees in a craft group are a part of a plant unit, the board is given discretion to determine whether the craft principle is to override other considerations in the determination of the appropriate bargaining unit.

Apart from the question of membership and support, each of the Boards is required to satisfy itself that an applicant for certification is a trade union within the definition in the Act, and that it is not company dominated. There have been no substantial changes in respect to these matters in the period, but the legislation has been amended in several provinces to require the Board to take other matters into account.

The Quebec Labour Relations Board was directed, by a 1954 amendment to the Act, not to certify an association which had among its officers or organizers any person adhering to a Communist party or movement. The amendment was made retroactive to 1944, and the Board was directed to revoke any order made contrary to this provision.

In 1960, in Alberta, the Act was amended to state that a trade union was not to be certified if, in the opinion of the Board, application for membership or membership directly resulted from picketing. It provided further that a collective agreement negotiated by an employer and a trade union after such picketing was not to be considered a valid agreement for the purposes of the Act.

An amendment to the Newfoundland Act in 1959 making a union ineligible for certification if persons who had been convicted of certain crimes or offences were retained as officers in a body outside the province with which it was affiliated was removed in

¹ A 1961 British Columbia amendment requires all the employers to consent, with the result that conditions for multiple employer units are now the same as under the federal Act.

1960. In 1959, during a dispute in the woods industry in Newfoundland, two local unions were decertified by a special Act of the legislature.

When the Ontario Act was amended in 1960, a provision was added directing the Board not to certify a union if it discriminates against any person because of his race, creed, colour, nationality, ancestry or place of origin. Discrimination by a trade union (or an employer) on these grounds is prohibited by the Fair Employment Practices Act passed in Ontario in 1951, and the Labour Relations Act as enacted in 1950 contained a provision stating that a collective gareement would not be deemed to be a collective agreement for the purposes of the Act if it discriminates against any person because of his race or creed. The amendment in 1960 takes the further step of directing the Board to deny certification to a union which discriminates.1

In Alberta in 1960 the time within which the Board is required to complete its inquiries into an application for certification was extended. Previously 21 days plus a further 7 days, if necessary, the time now allowed is 21 days plus a further 21 (in either case exclusive of Saturdays, Sundays or holidays). Alberta is the only province which has sought to deal with the problem of delays by adhering to a statutory time limit. The problem of increased workloads has led to a panel system in Ontario and Quebec. Amendments in 1959 and 1960 in these provinces have made provision for the appointment of a vice-chairman (and several deputy vice-chairmen in Ontario) so that the Board may sit in two or more panels, perhaps in different parts of the province. To permit this, the legislation now provides that the chairman or a vice-chairman and a representative of employers and a representative of employees constitutes a quorum, and such a three-member panel of the Board may exercise any of its powers. The New Brunswick Act was also amended in 1960 to authorize the appointment of a vicechairman and to permit the Board to function in two divisions. An admendment in Newfoundland in 1960 empowered the Board to authorize any person or board to exercise any of its powers.2

Review of Labour Relations Board Decisions

All of the Acts provide that the decisions the Boards are empowered to make are final. On the other hand, each Board has the power to review its own decisions or orders

¹ A similar provision was added to the British Columbia Act in 1961.

whenever, in the opinion of the Board, such review is warranted. For example, the federal Act states that "a decision or order of the Board is final and conclusive and not open to question or review, but the Board may, if it considers it advisable so to do, reconsider any decision or order made by it under this Act, and may vary or revoke any decision or order made by it under this Act." In some of the provincial Acts, the legislatures have gone even further by enacting expressly that no decision or ruling of the Board may be questioned or reviewed in any court by way of prerogative writs.

However, in the period under study a number of decisions of the various Boards have been reviewed by the courts. It has usually been held that it was the clear intention of the legislature to make the Board's decision final on the issue of facts, the way the evidence before the Board is interpreted, and the conclusions to be drawn from the evidence presented. But on an issue of law, it has been commonly held that a decision of the Board may be open to review, by way of the prerogative writs such as certiorari, mandamus or prohibition, on the following grounds: that the Board in exercising its statutory power of discretion acted in bad faith or contrary to natural justice; that it acted without jurisdiction, or exceeded its jurisdiction, or refused to exercise its jurisdiction; that it made an error in law; or the decision was procured by fraud; or that some condition precedent was not fulfilled or some fact collateral to the main issue was not established; or that a decision on a matter preliminary to the main issue was wrong.

Altering Wages and Conditions of Employment

To protect the wages and working conditions of employees during the period when negotiations and conciliation procedures are in progress, and the legislation prohibits strikes, a provision designed to prevent an employer from unilaterally decreasing wages or altering conditions of employment was common to all the Acts in 1950. To prevent undermining the bargaining agent's position, the Acts of Alberta, British Columbia, Ontario, Quebec and Saskatchewan also prohibited increases in wages during the same period, and in Saskatchewan the changes were also prohibited while an application for certification was before the Board.

In 1957, Manitoba and Nova Scotia, and in 1960, Newfoundland, amended their Acts to prohibit increases in wages as well as decreases.

Another change since 1950 has to do with the "freeze" period. In Alberta a 1954

² A 1961 amendment to the Department of Labour Act in Manitoba authorized the Manitoba Board also to sit in panels.

amendment provided that wages and conditions of employment could not be changed from the date of an application for certification until it is disposed of and the new British Columbia Act of that year contained a similar provision. In Alberta in 1960 the period was extended until 30 days after the date of certification unless a collective agreement has been entered into. In Nova Scotia in 1957 and in Newfoundland in 1960, changes were prohibited during the time when an application for certification is pending and, if a union is certified, until notice to bargain has been given, as well as during negotiation and conciliation.

A 1957 amendment to the Ontario Act enables a difference between the parties as to whether or not working conditions were altered during the period specified to be referred to arbitration as if the collective agreement concerning which notice was given were still in operation. In Prince Edward Island, a provision was inserted in the Act in 1959, stating that, from the time certification is granted until a collective agreement has been signed, an employer is forbidden to alter any wage rate or any other term or condition of employment without the consent of the employees concerned.

Unfair Practices

The postwar labour relations legislation aimed to provide the ground rules, a code complete in itself, for the parties to the collective bargaining relationship. Besides setting out the rights and obligations of the parties, each of the Acts specified certain things that they were not to do.

The basic rules for employers, found, in slighly different form, in all the Acts, were, first, that they were not to participate in or interfere with the formation or administration of a trade union; second, they were not to intimidate employees with a view to discouraging union membership; and, third, they were not to discriminate against any person in regard to employment because of his trade union membership.

On the trade union side, it was prohibited for any person (in some of the Acts, specifically any trade union, in some, specifically any person acting on behalf of a trade union) to use intimidation to coerce an employee with respect to trade union membership. Further, except with the consent of the employer, a trade union may not solicit the membership of an employee at his place of employment during his working hours.

It was also a provision of the federal Act and of most provincial Acts that a trade union not entitled to bargain on behalf of a unit of employees was prohibited from calling a strike in 4hat unit; and that a bargaining agent was prohibited from calling a strike during bargaining and until the conciliation processes were completed; and during the term of a collective agreement. In these same circumstances, also, employees are not to go on strike. Strike action was appropriate only at the point where a recognized bargaining agent, after duly bargaining in accordance with the Act, had failed to conclude a collective agreement, and the conciliation board's report was in the hands of the parties.

In 1959 and 1960, the legislation of British Columbia, Newfoundland, Alberta and Ontario was amended to attempt to define and prevent certain other activities of employees and trade unions.

In British Columbia, the Trade-unions Act of 1959 made it illegal for a trade union or other person, unless a legal strike or a lockout is in progress, to persuade or endeavour to persuade anyone not to (a) enter an employer's place of business, operations or employment; or (b) deal in or handle the products of any person; or (c) do business with any person. Where there is a legal strike or a lockout, the Act specifies that such persuasion is permitted, if authorized by the trade union whose members are on strike or locked out, and if it is undertaken at the employer's place of business and without acts that are otherwise unlawful. A trade union which does, authorizes or concurs in anything that is contrary to this provision is liable in damages to anyone injured thereby. The act of a member of a trade union is presumed, unless the contrary is shown, to be done, authorized or concurred in by the trade union. Since the most usual form of persuasion is picketing, these provisions have the effect, among others, of making all picketing illegal except picketing at the employers' place of business in support of a legal strike.

In Newfoundland, in the same year, a provision was added to the Labour Relations Act prohibiting "a concerted refusal to use, manufacture, transport or otherwise handle or work on any goods or to perform any services" for certain purposes. These purposes are (a) to force or require an employer or other person to boycott any other person; (b) to force or require any other employer to recognize or bargain with or reach agreement with a trade union; (c) to force or require any employer to assign particular work to employees in a particular trade union or in a particular trade or craft;

(d) to force or require any employee or self employed person to join a trade union. Not only is the activity defined above prohibited, but it is prohibited to encourage any person to engage in the activity. The penalty on conviction for a breach of this section is a fine, not exceeding \$5000 for a trade union and, for an individual, a fine not exceeding \$500 and in default of payment, imprisonment for not more than three months.

In the following year, the Alberta legislation was amended to prohibit certain activities in connection with a strike that is illegal, under the Act. Where a strike is illegal, a trade union or a member of the trade union or any other person may not "dissuade or endeavour to dissuade anyone from (a) entering an employer's place of business, operations or employment (b) dealing in or handling the products of any

person, or (c) doing business with any person." The penalties for contravention of this section are the general penalties under the Act, a fine of not more than \$250 and in default of payment, imprisonment for not more than 90 days.

In 1960, also, Ontario added a new provision which states:

No person shall do any act if he knows or ought to know that, as a probable consequence of the act, another person or persons will engage in an unlawful strike or an unlawful lockout,

The provision does not apply to any act done in connection with a lawful strike or lawful lockout. The penalty on summary conviction is a maximum fine of \$100 for an individual, \$1,000 for a trade union or corporation, and each day that the provision is contravened constitutes a separate offence.

Union Security Clauses

As the Acts stood in 1950, it was clear in most of them that the parties to a collective agreement were free to include in an agreement a provision requiring, as a condition of employment, membership in a specified trade union, or granting a preference of employment to members of a specified trade union. The Prince Edward Island Act specifically prohibited an employer and a trade union from entering into an agreement containing a closed shop clause. The Quebec legislation did not deal specifically with the question of union security clauses-unions and employers are free to enter into agreement "respecting conditions of employment". In the Paquet case, (1959) 18 D.L.R. (22) p. 346, the Supreme Court of Canada held that a Rand formula type clause was a "provision respecting conditions of employment." The Saskatchewan Act alone required an employer to accede to a request of a union with majority support to include a union shop clause in an agreement.

Newfoundland and Ontario, in 1960, inserted provisions which somewhat modified the complete freedom of the bargaining agent and the employer to enter into agreements requiring union membership as a condition of employment. The effect of the Newfoundland amendment is that, while such agreements may be made, an employer may employ a person who is otherwise qualified for employment and who has applied for membership in the union but has been refused membership by the union.

The Ontario amendment provides that an employer and an uncertified trade union may not enter into a first agreement containing a clause requiring union membership as a condition of employment unless the union has established at the time it entered into the agreement that not less than 55 per cent of the employees in the bargaining unit were members of the trade union. This limitation does not apply where an employer joins an employers' organization and agrees to be bound by an existing agreement requiring union membership as a condition of employment, nor does it apply to employers and employees engaged on construction projects at the building site. Further, where an agreement requiring membership in the union as a condition of employment has been entered into, an employer may not discharge an employee who has been expelled from the union or denied membership in it because he has engaged in activity against the union or because he is a member of another trade union.

The provisions in the Acts of six provinces requiring an employer to check off union dues at the request of the bargaining agent if the individual employer authorizes such deduction have remained substantially unchanged during the period.¹

¹ A 1961 amendment in British Columbia prohibited the check-off of union dues unless the union submits to the employer a statement to the effect that none of the checked-off dues will be used for political purposes.

Executive Retirement and Effective Management

A study of the practices in 274 companies throws light on the problem of the retirement of executives on the basis of capability rather than chronological age

Retirement of executives on the basis of chronological age, rather than capability, is being increasingly questioned. Are valuable skills and knowledge discarded and ineffectiveness tolerated merely to accommodate uniform application of an arbitrary retirement age? A recent study of retirement policies and practices in 274 companies throws considerable light on this question.

Complex forces determine corporate policy and practice in executive retirement. Retirement policy is integrated with many other elements, all designed to maintain executive morale and motivation and to assure continuity of effective management.

The study shows that there is a considerably more practical bent to the handling of executive retirement than the mere observance of a mandatory or flexible retirement age policy. Where the realities of a current situation require the retention of a man, a company seems likely to retain him. Retirement decisions were found to be generally in the interest, of achieving management continuity, which may demand the retention of special skills and talents.

Many situations present themselves to a company in dealing with the retirement of executives, and in most instances the problems encountered could not have been foreseen. These unpredictable developments appear to account largely for policy shifts, innovations, temporary devices, and deviations from established practice. Looking over the total picture of reported policy and practice by the companies studied brings into focus the fact that, regardless of policy intent, there is in practice a high degree of flexibility in effecting retirements.

A seemingly inflexible policy of fixed retirement may take on a quite different character in application when it establishes an age for retirement and then allows variations that postpone the retirement of some men. The book shows that companies have postponed retirements to serve corporate needs, even where policies did not so provide. On the basis of actual practices, it seems reasonable to classify some companies as being more flexible than rigid in applying a so-called "mandatory" or "normal" retirement age.

In terms of the interaction of retirement policy and executive staffing needs, forced early retirement and retention of an employee beyond retirement age are clearly corporate tools in maintaining an effective management organization. These are the primary indicators of flexibility in retirement practice to serve company interests.

The study points out that manpower developments, national productivity, and a growing upblic opinion about the aged and their problems must be taken into account in longrun executive staffing and retirement. Typically, public reaction is either for or against—it does not distinguish by recognizing subtle issues involved, such as the differences between one class of employees and another, or between who is truly capable and who is not. There is a popular belief that longevity gains have been significant, even though this is not the case, and that they should be recognized in determining retirement age. Evaluations of corporate policies and practices by executives themselves, as well as the public, give considerable weight to this popular idea about longevity. If, therefore, a mandatory retirement age were to be universally followed, there could be public reaction against this. Yet, if retirement determinations were entirely individualized, pressure would inevitably be felt to permit more than a selected few to stay on in their assignments, regardless of ability to adjust to new methods and techniques and to continue to be effective employees.

The report examines the effects of changes on the establishment of retirement practices and policies. It states that executive retirement might be considered as being far removed from the challenges corporations face in today's world. This is not so, because of the changes constantly pressed upon corporations. Change is the rule, and it is occurring faster today than at any other time in the history of industrial society, for technological innovation continues at an accelerated pace, and corporations are competing on an international scale to an extent never conceived of in past years.

Changes in competition demand new ideas, new approaches and, frequently, new people. It demands an ability to move with the times, in fact, ahead of the times. The management organization must, therefore, be typified not only by a systematic approach to retirement, but also by a higher degree of selectivity than ever before, in

(Continued on page 843)

Occupations of Farm Daughters

The decline in the number of farm workers is most evident among women. Today women agricultural workers comprise 4 per cent of the female labour force

The decline in the number of workers on Canadian farms during this century is especially marked among women. Since 1945 the number of men employed in agriculture has dropped by 40.5 per cent while the number of women has declined by 68.2 per cent. Today women agricultural workers comprise four per cent of the female labour force.

A rural survey carried out by the federal Department of Agriculture a few years ago disclosed the fact that while almost 90 per cent of the young men who were interviewed said that they intended to farm when they finished school, only 24 per cent of the young women declared an intention to stay on the farm.

What occupations then do the daughters of farmers take up? This was one of the questions answered by the Special Study of Ontario Farm Homes and Homemakers carried out in 1959 by the Ontario Department of Agriculture with the cooperation of the Rural Sociology Unit of the federal Department of Agriculture².

The 352 Ontario farm homemakers interviewed had 365 children who had completed school and entered the adult phase of their lives. There were 182 girls and 183 boys.

While 4 out of 10 adult sons were engaged in farming only 2 out of 10 adult daughters had followed their mothers' life pattern of becoming farm homemakers. At the time of the survey 129 daughters were married and of these only 34 were living on a farm with their husbands.

Practically all the 53 single adult daughters were in some type of paid employment away from the farm. About half had moved to a city or town where they were employed and about half were living with their parents on a farm and commuting daily to their place of work. Only four of the single adult daughters were not in some type of paid employment at the time of the study. Two of them had just finished

school and were at home temporarily before deciding on their future occupation. The other two girls were fully occupied in their parents' homes assisting their mothers. Of the 129 daughters who had married about one quarter had some type of paid employment in addition to homemaking responsibilities.

S

Number	% of 18 daughter
96	53
31	17
3	2
23	13
7	4
1	
1	
1	-
	4
3	2
2	1
2	1
2	1
2	1
	96 31 3 23 7 1 1 1 8 3

The majority of both the married and the single girls were in professional or clerical work. Only eight were performing unskilled jobs. Seven of the 12 daughters who were registered nurses were actively practising their profession at the time of the survey and five of these were married. Similarly among the 23 daughters who were teaching in an elementary school at the time of the survey, 11 were married and 12 were unmarried.

¹ Women are included in the agricultural labour force if they contribute 20 hours or more a week towards the operation of farms other than by housekeeping or tending a kitchen garden solely for the use of the household.

² Statistical information used in this article was supplied by Dr. Helen Abell, Head of The Rural Sociology Unit, Department of Agriculture.

³ In temporary transition between completion of formal education and starting in an occupation.

50 Years Ago This Month

Some 6,000 coal miners of British Columbia and Alberta out on strike for more than six months. The "check-off" is one of the main obstacles to an agreement

A dispute between the coal operators comprising the Western Coal Operators' Association and District 18, United Mine Workers, was the subject of a report by a conciliation board that was received by the Minister of Labour on July 11, 1911. The full text of the report was published in the Labour Gazette of August 1911.

Failure to reach agreement on wages, working conditions and the degree of recognition to be accorded to the union by the operators when a working agreement expired on March 31, led to a strike that began on April 1, 1911, involving an estimated 6,000 men in eastern British Columbia and southern Alberta. The conciliation board was appointed under the chairmanship of Rev. Charles W. Gordon of Winnipeg, on the application of the union, soon after the strike started.

The board soon found that the relations between the parties to the dispute were bad, and it set itself to discover, in the words of the report, "the causes of this perennial strife...feeling that there must be some deep-rooted reason... for the spirit of hostility approaching to bitterness, and of distrust that clouds their every relation."

Of the many grievances brought forward by the miners, the board found that some were due to misunderstandings, some to petty tyranny of subordinate officials, some to mismanagement of the mines, and some to unwise interference of union officers. It found that there were fewest complaints in the best managed mines.

The board considered, however, that although these grievances accounted for local irritation, they did not explain "the phenomena of recurring strikes, persistent antagonism and suspicion," that had marked the relations between the parties in recent years.

One of the biggest obstacles to agreement between the parties, the board believed, was "the General Provisions of the Agreement, as they are called, and specifically the 'Check-off'." The check-off at that time, according to the board, seemed to be peculiar to the coal mining industry; and the reason why the check-off clause had become the *bête noire* of every conference between the parties was simply that it involved the

principle of the open or closed shop, "as also the development, if not the existence, of the union."

The operations were ready to accept, "grudgingly perhaps", a form of check-off, but there was one form that they resolutely rejected. The check-off was apparently connected with the open or closed shop, and in the particular form of check-off objected to by the operators, both sides "believe they see the closing of the door. At every conference both parties sit with their eyes upon that door. Let it move ever so little, open or shut, and the guns are out," the report said.

The union professed frankly and fully to concede the open shop, and the employers professed frankly and fully to concede the right of their employees to organize. "Thus the union, professing the policy of the 'Open Door', gently proceeds to close it a little, and are surprised and grieved to find behind the door the whole body of the operators shoving as for dear life." The report suggested that "a little more sincerity on the part of both parties and a definite understanding upon the question would eradicate what in the opinion of the board, is a deep-rooted cause of this continuous strife..." If the open shop question were settled, the check-off would present little difficulty, the board thought.

The board also found great inequality in the wages being earned by miners in different mines, and even in the same mine, and this it believed to be another main cause of discontent. It recommended increases for the lower paid miners, and certain changes in the method of remunerating "pillar work", which it appeared under existing arrangements in many cases yielded very high pay. The object of these changes in pay would be to reduce inequalities.

The board was not successful in settling the dispute. The report was accepted by the operators as a basis for negotiation, but the employees accepted a minority report submitted by their nominee on the board. The result was that the strike dragged on for more than six months, and it was not until November 20, that work was resumed after a new agreement had been reached on the basis of the Gordon report.

INTERNATIONAL LABOUR ORGANIZATION

45th International Labour Conference

The session adopts a Recommendation and a Resolution on workers' housing and other various Resolutions dealing with freedom from hunger, holidays with pay, problems of older workers, freedom of association, and the right to organize

The 45th session of the International Labour Conference, held in Geneva from June 7 to 29, accomplished the following:

—Adopted a Recommendation and a Resolution concerning workers' housing.

—Held a general discussion of employment problems and policies and adopted a Resolution concerning employment policy

—Examined the role of the ILO in the promotion of economic expansion and social progress in developing countries, and adopted a Resolution on economics and technical assistance for the promotion of such expansion and progress.

—Adopted a number of Resolutions on matters not mentioned in the agenda for the session, including: a call for the withdrawal of the Republic of South Africa from the ILO, freedom from hunger, holidays with pay, problems of older workers, and freedom of association and protection of the right to organize.

—Took preliminary action toward the adoption of international instruments on vocational training and on equality of treatment of nationals and non-nationals in social security.

—Admitted three new member states, Kuwait, Mauritania and Sierra Leone, increasing the membership of the International Labour Organization to 100 nations.

—Adopted an International Labour Organization budget for 1962 of \$11,115,458 (United States dollars) for 1962. Canada's share will be 3.4 per cent, or \$377,925.

—Examined a report on the way in which member countries have applied ILO standards.

—Held a general debate on the Director-General's Annual Report dealing with "Labour Relations—Present Problems and Prospects for the Future."

A message from President John F. Kennedy of the United States was conveyed to the conference, in which the President pledged to the Organization the "full participation, encouragement and support" of the United States.

During the session, the International Institute for Labour Studies was inaugurated. Several delegates announced that their governments were making contributions to the Institute's endowment fund.

More than 1,000 delegates, technical advisers and observers from 94 member countries and four territories took part in the conference, including 42 cabinet ministers responsible for labour affairs in their respective countries. Observer delegations were present from the United Nations, specialized agencies and other official organizations.

M. A. Raschid, Burma's Minister of Industry, Mines and Labour, was elected Conference President; Jovan Popovic, Government Delegate for Yugoslavia, Francisco A. P. Muro de Nadal, Employers' Delegate for Argentina, and L. Lawrence Borha, Workers' Delegate for Nigeria, were elected Vice-Presidents.

Canada's Worker and Government Delegates spoke in the debate on the Report of the Director-General, and Canada's Employer Delegate spoke briefly in support of the Report of the Committee on Social Security.

A total of 205 speakers took part in the general discussion, to which 18 plenary sittings of the Conference were devoted.

Workers' Housing

The Conference unanimously adopted a Recommendation concerning workers' housing (full text on p. 788).

The Recommendation applies to "the housing of manual and nonmanual workers, including those who are self-employed and aged, retired or physically handicapped persons."

The Recommendation states that national policy should promote the construction or housing and related community facilities so as to make "adequate and decent housing

CANADIAN DELEGATION

Government Delegation: Head of Canadian Delegation—Gordon Cushing, Assistant Deputy Minister, federal Department of Labour; Delegate—Paul Goulet, Assistant Labour; Delegate—Paul Goulet, Assistant to the Deputy Minister and Director of the International Labour Organization Branch, federal Department of Labour; Substitute Delegate—Max Wershof, QC, Ambassador and Permanent Representative of Canada to the European Office of the United Nations, A. E. Gotlish, Canadian Geneva; Advisers-A. E. Gotlieb, Canadian Permanent Mission to the European Office of the United Nations; R. H. MacCuish, federal Department of Labour; J. A. Macdonald, Department of National Health and donald, Department of National Health and Welfare; John Mainwaring, Labour Attaché, Canadian Embassy, Brussels; J. B. Metzler, Deputy Minister of Labour for Ontario; R. P. Opie, Central Mortgage and Housing Corporation; and Gil Schonning, federal Department of Labour.

Worker Delegation: Delegate-Stanley H. Knowles, Executive Vice-President, Canadian Labour Congress; Substitute Delegate and Adviser—Kalmen Kaplansky, Director, International Affairs Department, Canadian Congress; Advisers—Marius Bergeron, Confederation of National Unions; A. R. Gibbons, International Railway Brotherhoods; D. Hamilton, Ontario Federation of Labour; O. Hodges, United Glass and Ceramic Workers of North America; and A. Plante, International America; and A. Plante Association of Fire Fighters.

Association of Fire Fighters.

Employer Delegation: Delegate—T. H. Robinson, Manager, Industrial Relations, Canadian International Paper Company; Substitute Delegate and Adviser—C. B. C. Scott, Assistant General Manager (Personnel), Hydro-Electric Power Commission of Ontario; Advisers—A. J. Bates, Canadian National Railways; E. Benson, Pacific Press Ltd., Vancouver; A. Turner Bone, J. L. E. Laflamme, Hull Paving & Construction Co., Ltd., Hull; and F. A. Pouliot, Canadian Pacific Railway Company.

Provincial Representatives Accompanying

Provincial Representatives Accompanying the Delegation: Hon. Rene Hamel, QC, Minister of Labour, Quebec; Charles Belanger, Secretary, Minimum Wage Commission, Quebec; Hon. S. T. Pyke, Minister of Labour, Nova Scotia; Hon. K. J. Webber, Minister of Labour, New Brunswick; and Hon. C. H. Ballam, Minister of Labour, Newfoundland Newfoundland.

Secretary to the Delegation I...
MacCuish, federal Department of Labour;
Assistant Secretary—Miss M. Sadinsky,

living accommodation and suitable a environment" available to all workers and their families. It adds that attention should also be given to the "upkeep, improvement and modernization of existing housing and related community facilities."

The Recommendation lays down the principle that, in the matter of financing, the rent or payments toward the purchase by the worker for adequate and decent housing should not cost him "more than a reasonable

proportion of income."

The Recommendation states that workers' construction programs housing provide "adequate scope for private, co-operative and public enterprise," that "housing policy should be co-ordinated with general social and economic policy, so that workers' housing may be given a degree of priority which takes into account both the need therefor and the requirements of balanced economic development." It adds that "each family should have a separate, self-containing dwelling, if it so desires."

The Recommendation goes on to say that a central body in each country should study and assess the needs for workers' housing and related community facilities and should formulate programs to meet these needs.

It also urges the establishment of minimum housing standards, measures to promote efficiency in the building industry and measures designed to allow a hastening of construction of workers' housing in slack periods and the reduction of seasonal unemployment in the building industry.

A Resolution concerning international action in the field of workers' housing was also unanimously adopted. It appeals to governments of economically developed countries and international organizations to include as part of their technical cooperation programs assistance to developing countries for workers' housing in accordance with the provisions of the Recommendation. It states that the cost of providing adequate housing for workers should be considered as an "integral part" of the cost of establishing large-scale industrial undertakings distant from normal centres of population.

Employment Problems and Policies

Employment problems and policies, on the agenda for general discussion, was considered in a tripartite committee. The committee recognized that the "most difficult employment problems in the world today are those faced by the developing countries." The committee took up such matters as the nature and causes of unemployment and underemployment, employment objectives, the organization of the employment market, freer trade, stabilization of international commodity markets, the international flow of capital, the degree of government intervention in the economy, employment policies in both developing and industrially advanced countries, and international action to help to solve employment problems.



A unanimously approved Resolution calls upon governments of all countries to adopt, as a major goal of social and economic policy, the objective of full, productive and freely chosen employment. This goal is defined as including higher standards of living.

Economic and Technical Assistance

A Resolution on the promotion of economic and technical assistance in developing countries was unanimously adopted. The Resolution embodied the main conclusions of a committee on technical co-operation to which the matter was referred.

The Resolution invited the governments of member states to consider increasing economic and technical assistance to the developing countries, and reminds them of the goal of 1 per cent of national income of the economically advanced countries recommended by the General Assembly of the United Nations.

The Resolution reaffirms the principle of full respect for national sovereignty and independence, emphasises the necessity of further increasing the operational activities of the ILO and their effectiveness, recommends priority for the training of national personnel urgently needed for the promotion of economic and social development, and invites the attention of governments engaged in national development planning to the facilities available from the ILO to help them in assessing their needs and priorities in the labour and social field.

Other Resolutions

A Resolution calling for the withdrawal of the Republic of South Africa from the ILO was adopted by a vote of 163 to 0, with 89 abstentions. The Canadian and Employer Delegates abstained, while the Canadian Worker Delegate voted for the Resolution.

The Resolution expressed "the utmost sympathy with those people of South Africa whose fundamental rights are suppressed by the apartheid policy of the South African Government," and declared that "the continued membership of the Republic of South Africa is not consistent with the aims and purposes of the Organization."

A Resolution welcoming the Freedom from Hunger Campaign launched by the Food and Agriculture Organization in cooperation with the United Nations and its specialized agencies was adopted unanimously. The Resolution draws the special attention of employers' and workers' organizations to the importance of this campaign and urges them to co-operate in it.

A Resolution inviting the Governing Body to consider the desirability of placing the question of revision of the Annual Holidays with Pay Convention, 1936, as an item on the agenda of an early session of the Conference, was adopted by a vote of 164 to 0 with 28 abstentions.

A Resolution urging member states and employers' and workers' organizations to give special attention to the particular needs of older workers, and to the contributions older workers can make to economic and social development, was adopted without opposition.

A Resolution on freedom of association and the right to organize was adopted by a vote of 147 to 35 with 10 abstentions. The resolution invites member states that have not already done so to ratify the Freedom of Association and Protection of the Right to Organize Convention, 1948, and the Right to Organize and Collective Bargaining Convention, 1949, and to place fully into effect the provisions of those Conventions.

Vocational Training

The Conference voted by 211 to 0, with one abstention, to "place on the agenda of its next ordinary session the question of vocational training for a second discussion, with a view to the adoption of a Recommendation."

The Committee's report contains, in the form of a proposed draft, the text of such a Recommendation. The contemplated instrument would supersede the Vocational Training Recommendation, 1939; the Apprenticeship Recommendation, 1939, and the Vocational Training (Adults) Recommendation, 1950.

The Text proposed by the Committee would apply "to all training designed to prepare any person for initial or later employment or promotion in any branch of economic activity" with the exception of:

(1) training for management or high-level

Canadian Delegation to the 45th ILO Conference—(left to right) Seated: S. H. Knowles, Hon. Remi Hamel, Max Wershof, Hon. S. T. Pyke, Gordon Cushing, Hon. K. J. Webber, Paul Goulet, T. H. Robinson; Standing: A. J. Bates, Gil Schonning, J. B. Metzler, A. E. Gotlieb, D. Hamilton, J. A. Macdonald, Marius Bergeron, E. Benson, F. A. Pouliot, A. Plante, A. R. Gibbons, R. P. Opie, J. E. Laflamme, John Mainwaring, A. T. Bone, C. B. C. Scott, Kalmen Kaplansky, O. Hodges, Charles Belanger, R. H. MacCuish.

supervisory posts, (2) training for seafarers (covered by a 1946 Recommendation) and (3) training in agriculture (covered by a

1956 Recommendation).

The text lays down the principle that "training is not an end in itself, but a means of developing as a "process continuing throughout the working life of the individual." It further states that "training should be free from any form or discrimination on the basis of race, colour, sex, religion, political opinion, national extraction or social origin." It emphasizes the need for the continuous co-operation of all those concerned, notably public authorities, educational bodies and employers' and workers, organizations.

The proposals set forth in the text are grouped under the following headings: National Planning and Administration, Arrangements for Co-operation, Information and Training Opportunities, Arrangements for Vocational Guidance and Selection, Pre-vocational Preparation, Organization of Training, Methods and Means of Training, Training by Undertakings, Accelerated Training, Apprenticeship, Training of Supervisors up to the Level of Foremen, Teaching Staff, Countries in the Process of Industrialization and International Co-operation.

Social Security

Recognizing the need to draw up new international instruments to deal with the principle of equality of treatment of nationals and non-nationals in social security, the Conference decided to place this question on the agenda of its next ordinary session for a second discussion, with a view to the adoption of a Convention and a Recommendation.

The conclusions proposed by the Committee on Social Security and approved by the Conference have in view a Convention that would lay upon a member state ratifying it an obligation to grant within its territory to the nationals of any other ratifying member the same treatment as it grants to its own nationals under its social security laws and regulations.

This undertaking would apply in every branch of social security in respect of which both member states concerned have ratified the Convention. A list of the branches of social security in respect of which the Convention might be ratified is given.

Each member ratifying the proposed Convention would undertake to grant equality of treatment to refugees and stateless persons. Payment of certain benefits outside national territory would also be provided for.

The Recommendation contemplated by the Conference would be conceived in such a way as to widen the scope of the Convention.

The Conference also adopted, by a vote of 199 to 0 with 7 abstentions, a resolution requesting member states of the ILO urgently to consider the ratification and application of the Social Security (Minimum Standards) Convention, 1952.

Hours of Work

The Commmittee set up to examine the question of the reduction of hours of work put a draft Recommendation before the Conference. In a show of hands, 144 voted in favour, 41 against, and there were 28 abstentions. For want of a quorum when the final record vote was taken, however, the proposed Recommendation was not adopted.

Gordon Cushing

In Canada, industrial and economic problems, both national and local, will have a greater bearing on industrial relations in the future than they have in the past; and settlements at the bargaining table will have to be tied more closely to the outlook for products, wages, prices, productivity and employment, said Gordon Cushing, Government Delegate and head of the Canadian delegation.

Speaking to the Conference during the discussion on the report of the Director-General, Mr. Cushing gave a brief description of the Canadian industrial relations system. This system, he said, "builds upon a bargaining relationship between the workers and the management at the level of the individual undertaking," and places upon the parties the joint responsibility for reaching a collective agreement that "will outline the essential characteristics of their relationship in the period ahead."

Collective bargaining, in resolving the objectives of the parties cannot ignore the public interest, the speaker said. On all sides in Canada it has been realized that "there is little room for bargaining decisions by management and labour which are made in the belief that the normal workings of the economy will absorb their mistakes.

"We believe that the parties to collective bargaining have largely developed a sound basis for reaching economically workable decisions," he continued. "Certainly, we could say that bargaining is becoming a more realistic exercise."

The only measure we have of the success of the parties in reaching acceptable solutions is the extent to which they fail to do so, with the result that a strike occurs, Mr. Cushing said. But since the percentage

of working time lost in Canada through strikes last year had been only about a fifth of a day per worker—the lowest during the past decade—this seemed to indicate "that management and labour are finding ways of solving the many and complex problems before them."

Referring to the question of technological change, Mr. Cushing said that too often the parties concerned with the human consequences of such change have not had an opportunity to make plans for, and give advice on meeting its effects.

Problems arising out of economic and technological change have been dealt with at the bargaining table in a variety of ways, and solutions already produced by collective bargaining include severance pay and provisions regarding seniority and promotion, to give a few examples. "Other such problems will undoubtedly reach the bargaining table in the days to come, as the pace of the change quickens, whether it be in the form of new markets and products or new technology," the speaker said.

The problem of making human adjustments to industrial change cannot be solved by collective bargaining alone, the speaker pointed out. Adjustment must be made to the new kinds of manpower requirements that are arising in our economy under the impact of technological change. These requirements will change considerably, "at least in emphasis," he said. "Industry will require proportionately more professionals, technicians and skilled workers than it will require semi-skilled and unskilled workers."

Stanley Knowles

"The position taken by the trade union movement in Canada is that there are conflicts of interest between employers and employees, and that these conflicts can best be resolved by a collective bargaining relationship," said Stanley Knowles, Canadian Worker Delegate.

"Such a relationship has meaning only if it is arrived at by a union and an employer whose identities are clear and distinct," he told the conference as he went on to discuss the position of trade unions in eastern Europe, to which the Director-General had referred in his report. The Director-General had said that in those countries the management personnel were members of the same union as the rest of the staff, and that the union did not bargain in fixing wage rates, although it did "carry out a wide range of social security and welfare functions."

"If management is indistinguishable from employees to the extent that both belong to the same organization, then the trade union exists only in name," Mr. Knowles asserted. "To the extent that the union carries out social security and welfare functions, it might just as well be regarded as a branch of government. If . . . the union cannot bargain on so vital an issue as wages, its role as a union is hardly a vital one as the term 'trade union' is understood in our country."

Mr. Knowles took exception to something in the Director-General's report that seemed to imply that in the developing countries trade unions were "enjoined not to use the collective bargaining process to win for themselves economic gains which might otherwise be used for capital accumulation."

Developing countries have problems of capital resources, the speaker agreed, "but are we to assume that such capital is to be obtained at the expense of the workers of these countries, by keeping their standards low?" he asked. "Are the developing countries to go through the same stages of ruthless exploitation that marked the beginnings of the industrial revolution in some of our economically developed countries? I hope not. If free societies are to be established in the newer countries of Africa and Asia, let us hope they will not make the mistakes made in some of the now more developed countries."

T. H. Robinson

The full support of all the delegates for the report of the Committee on Social Security, together with the conclusions and recommendations attached to it, was asked for by T. H. Robinson, Canadian Employer Delegate, on behalf of the Employer members of the Committee.

Mr. Robinson, who was one of the vicechairmen of the Committee, said that there had been no disagreement within the Committee on the principle that there should be equality of treatment of nationals and nonnationals in social security and although there had been differences with regard to the means to be employed in reaching this end, they had been amicably resolved.

Director-General's Reply

The Director-General, in his reply to the discussion on his report, defined the role of the International Labour Office in a changing world.

He said he believed that the two dynamic forces for change he had referred to in his report—the drive for economic development and the changing technology of production—in reality merged into one. It became one "accelerated process of changes in production, in economic organization, in social conditions and the structure of societies, which is affecting different countries and

areas in different ways, but which is active everywhere throughout the world."

"The ILO's main responsibility today, as I see it, is to ensure that the goals of social improvement remain uppermost within this total process of change," Mr. Morse said.

It was the function and duty of an international organization to stand apart from competing ideologies, he held, and he advised against allowing general theories to determine important economic and social decisions.

The Director-General reported that some of the developing countries had called on the ILO for help in formulating social programs, and he suggested that the ILO should "equip itself more adequately to furnish this kind of assistance."

He went on to discuss the importance in the developing countries of working conditions in the public sector, the social uses of fiscal policy, the part trade unions could play in shaping social policy, the importance of education and the labour mobilization schemes adopted by some countries, notably in Africa.

Canadian Participation

Canadians served on conference committees as follows: Gordon Cushing, A. E. Gotlieb, T. H. Robinson, and Kalmen Kaplansky (Vice-Chairman) on the resolutions committee; J. B. Metzler, T. H. Robinson and Marius Bergeron on the committee on hours of work; R.P. Opie, (Reporter), T. H. Robinson and D. Hamilton on the committee on workers' housing; Gil Schonning (Reporter), T. H. Robinson and Stanley Knowles, on the committee on employment; R. H. MacCuish, T. H. Robinson and A. R. Gibbons on the committee on vocational training; J. Macdonald, T. H. Robinson (Vice-Chairman) and A. Plante on the committee on social security; John Mainwaring, T. H. Robinson and O. Hodges on the committee on technical co-operation, and Gordon Cushing, Paul Goulet, T. H. Robinson and Kalmen Kaplansky on the selection committee.

Text of the Recommendation Concerning Workers' Housing

The General Conference of the International Labour Organisation,

Having been convened at Geneva by the Governing Body of the International Labour Office, and having met in its Forty-Fifth Session on 7 June 1961, and

Having decided upon the adoption of certain proposals regarding workers' housing, which is the fifth item on the agenda of the session, and

Having determined that these proposals shall take the form of a Recommendation,

adopts this 26th day of June of the year one thousand nine hundred and sixty-one the following Recommendation, which may be cited as the Workers' Housing Recommendation, 1961:

Whereas the Constitution of the International Labour Organisation provides that the Organisation shall promote the objects set forth in the Declaration of Philadelphia, which recognises the solemn obligation of the International Labour Organisation to further among the nations of the world programmes which will achieve the provision of adequate housing; and

Whereas the Universal Declaration of Human Rights adopted by the General Assembly of the United Nations recognises that "everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including . . . housing"; and

Whereas the United Nations and the International Labour Organisation have agreed, as set forth in the Integrated Work Programme of the United Nations and the Specialised Agencies in the Field of Housing and Town and Country Planning, noted by the Economic and Social Council and by the Governing Body of the International Labour Office in 1949, that the

United Nations has an over-all responsibility within the general field of housing and town and country planning and the International Labour Organisation a special concern for matters relating to workers' housing;

The Conference recommends that each Member should, within the framework of its general social and economic policy, give effect to the following General Principles in such matter as may be appropriate under national conditions:

GENERAL PRINCIPLES

I. Scope

1. This Recommendation applies to the housing of manual and non-manual workers, including those who are self-employed and aged, retired or physically handicapped persons.

II. Objectives of National Housing Policy

- 2. It should be an objective of national policy to promote, within the framework of general housing policy, the construction of housing and related community facilities with a view to ensuring that adequate and decent housing accommodation and a suitable living environment are made available to all workers and their families. A degree of priority should be accorded to those whose needs are most urgent,
- 3. Attention should also be given to the upkeep, improvement and modernisation of existing housing and related community facilities.
- 4. The aim should be that adequate and decent housing accommodation should not cost the worker more than a reasonable proportion of income, whether by way of rent for, or by way of payments towards the purchase of, such accommodation.

- 5. Workers' housing programmes should provide adequate scope for private, co-operative and public enterprise in house building.
- 6. In view of the fact that programmes of large scale permanent housing construction may compete directly with programmes for economic growth and development—since scarce skilled and semi-skilled labour or scarce material resources may be needed for housing as well as for other types of production required for the expansion of production capacity—housing policy should be co-ordinated with general social and economic policy, so that workers' housing may be given a degree of priority which takes into account both the need therefor and the requirements of balanced economic development.
- 7. Each family should have a separate, self-contained dwelling, if it so desires.

III. The Responsibility of Public Authorities

- 8. (1) The competent national authorities, having due regard to the constitutional structure of the country concerned, should set up a central body with which should be associated all public authorities having some responsibility relating to housing.
- (2) The responsibilities of the central body should include—
- (a) studying and assessing the needs for workers' housing and related community facilities; and
- (b) formulating workers' housing programmes, such programmes to include measures for slum clearance and the rehousing of occupiers of slum dwellings.
- (3) Representative employers' and workers' organisations, as well as other organisations concerned, should be associated in the work of the central body.
- 9. National housing programmes should aim at ensuring, consistently with other national goals and within limits set by housing and related needs, that all private and public resources which can be made available for the purpose are co-ordinated and utilised for the construction of workers' housing and related community facilities.
- 10. Where a substantial permanent increase of house-building capacity is required in order to meet national needs for workers' housing on a continuing basis, economic development programmes should include, consistently with other national goals, measures to provide in the long run the skilled manpower, materials, equipment and finance required for house building.
- 11. Public authorities should, to the extent required, and as far as practicable, assume responsibility either for providing directly or for stimulating the provision of workers' housing on a rental or home-ownership basis.

IV. Housing Provided by Employers

12. (1) Employers should recognise the importance to them of the provision of housing for their workers on an equitable basis by public agencies or by autonomous private

- agencies, such as co-operative and other housing associations, separate from the employers' enterprises.
- (2) It should provide housing for their workers directly, with the exception of cases in which circumstances necessitate that employers provide housing for their workers, as, for instance, when an undertaking is located at a long distance from normal centres of population, or where the nature of the employment requires that the worker should be available at short notice.
- (3) In cases where housing is provided by the employer—
- (a) the fundamental human rights of the workers, in particular freedom of association, should be recognised;
- (b) national law and custom should be fully respected in terminating the lease or occupancy of such housing on termination of the workers' contracts of employment; and
- (c) rents charged should be in conformity with the principle set out in Paragraph 4 above, and in any case should not include a speculative profit.
- (4) The provision by employers of accommodation and communal services in payment for work should be prohibited or regulated to the extent necessary to protect the interests of the workers.

V. Financing

- 13. (1) The competent authorities should take such measures as are appropriate to ensure the execution of the accepted programmes of workers' housing by securing a regular and continuous provision of the necessary financial means.
 - (2) For this purpose—
- (a) public and private facilities should be made available for loans at moderate rates of interest; and
- (b) such facilities should be supplemented by other suitable methods of direct and indirect financial assistance such as subsidies, tax concessions, and reduction of assessments, to appropriate private, cooperative and public owners of housing.
- 14. Governments and employers' and workers' organisations should encourage co-operative and similar non-profit housing societies.
- 15. Public authorities should endeavour to ensure that public and private facilities for loans on reasonable terms are available to workers who wish to own or to build their dwellings, and should take such other steps as would facilitate home ownership.
- 16. National mortgage insurance systems or public guarantees of private mortgages should be established as a means of promoting the building of workers' housing in countries where a sound credit market exists and where such systems are considered appropriate.

- 17. Appropriate measures should be taken in accordance with national practice—
- (a) to stimulate saving by individuals, cooperative societies and private institutions which can be used to finance workers housing; and
- (b) to encourage investment by individuals, cooperative societies and private institutions in construction of workers' housing.
- 18. Workers' housing built with assistance from public funds should not become the object of speculation.

VI. Housing Standards

19. As a general principle, the competent authority should, in order to ensure structural safety and reasonable levels of decency, hygiene and comfort, establish minimum housing standards in the light of local conditions and take appropriate measures to enforce these standards.

VII. Measures to Promote Efficiency in the Building Industry

20. Governments, in association with employers' and workers' organisations, should promote measures to achieve the most efficient use of available resources in the building and associated industries and, where necessary, should encourage the development of new resources.

VIII. House Building and Employment Stabilisation

- 21. National housing programmes should be planned so as to permit a speeding up of the construction of workers' housing and related community facilities during slack periods.
- 22. Appropriate measures should be taken by governments and employers' and workers' organisations to increase the annual output of workers' housing and related facilities by reducing seasonal unemployment in the building industry, subject to the principles referred to in Paragraph 6 above.

IX. Town, Country and Regional Planning

- 23. The development and execution of workers' housing programmes should conform to sound town, country and regional planning practice.
- 24. (1) Public authorities should take all appropriate steps to prevent land speculation.
 - (2) Public authorities should-
- (a) have the power to acquire land at a fair price for workers' housing and related community facilities; and
- (b) create land reserves in appropriate situations in order to facilitate advance planning of such housing and facilities.
- (3) Such land should be made available for workers' housing and related community facilities at a fair price.

X. Application of General Principles

25. In applying the General Principles set forth in this Recommendation, each Member of the International Labour Organisation and

the employers' and workers' organisations concerned should be guided, to the extent possible and desirable, by the accompanying Suggestions concerning Methods of Application of the Recommendation.

SUGGESTIONS CONCERNING METHODS OF APPLICATION

I. General Considerations

- 1. Workers' housing programmes adopted and pursued in accordance with Paragraph 8 of the General Principles should be such as to lead to maximum improvement in workers' housing conditions as quickly as relevant considerations—such as available national resources, state of economic development, technology and priorities competing with housing—permit.
- 2. Special consideration should be given in national housing programmes, particularly in developing countries, to the housing needs of workers employed in, or required by, industries or regions which are of great national importance.
- 3. In establishing and carrying out workers' housing programmes, special attention should be given at the local level to—
- (a) the size and age and sex composition of the worker's family;
- (b) the relationship of the persons within the family; and
- (c) the particular circumstances of physical handicapped persons, persons living on their own and aged persons.
- 4. Measures should be taken, where appropriate, to achieve a more effective utilisation of the existing supply of rental housing by encouraging an exchange of occupancies in accordance with housing needs, arising for example from size of family or place of work.
- 5. The competent authorities should give special attention to the particular problem of housing migrant workers and, where appropriate, their families, with a view to achieving as rapidly as possible equality of treatment between migrant workers and national workers in this respect.
- 6. The collection and analysis of comprehensive building and population statistics as well as the undertaking of sociological studies should be encouraged as essential elements in the formulation and execution of long-term housing programmes.

II. Housing Standards

- 7. The housing standards referred to in Paragraphs 19 of the General Principles should relate in particular to—
- (a) the minimum space per person or per family as expressed in terms of one or more of the following, due regard being had to the need for rooms of reasonable dimensions and proportions:
 - (i) floor area;
 - (ii) cubic volume; or
 - (iii) size and number of rooms;

- (b) the supply of safe water in the workers' dwelling in such ample quantities as to provide for all personal and household uses;
- (c) adequate sewage and garbage disposal systems;
- (d) appropriate protection against heat, cold, damp, noise, fire, and disease-carrying animals, and, in particular, insects;
- (e) adequate sanitary and washing facilities, ventilation, cooking and storage facilities and natural and artificial lighting;
- (f) a minimum degree of privacy both-
 - (i) as between individual persons within the household; and
 - (ii) for the members of the household against undue disturbance by external factors; and
- (g) suitable separation of rooms devoted to living purposes from quarters for animals.
- 8. Where housing accommodation for single workers or workers separated from their families is collective, the competent authority should establish housing standards providing, as a minimum, for—
- (a) a separate bed for each worker;
- (b) separate accommodation of the sexes;
- (c) adequate supply of safe water;
- (d) adequate drainage and sanitary conveniences;
- (e) adequate ventilation and, where appropriate, heating; and
- (f) common dining rooms, canteens, rest and recreation rooms and health facilities, where not otherwise available in the community.
- Workers' housing standards should be revised from time to time to take account of social, economic and technical development and increase of real income per head.
- 10. In general, and in localities where employment opportunities are not of a temporary character, workers' housing and related community facilities should be of durable construction.
- 11. The aim should be to construct workers' housing and related community facilities in the most suitable materials available, having regard to local conditions, such as liability to earthquakes.

III. Special Schemes

12. In the developing countries special consideration should be given, as an interim measure pending development of a skilled labour force and of a building industry, to schemes such as large-scale aided self-help schemes for short-life housing, which offer one means for improvement in housing conditions, particularly in rural areas. Simultaneously, steps should be taken in these countries for the training of unemployed and unskilled workers for the building industry, thereby increasing the capacity for building permanent dwellings.

- 13. All appropriate measures should be taken by governments, employers and employers' and workers' organisations to assist home ownership by workers and, where desirable, self-help housing schemes. Such measures might include, for example—
- (a) the provision of technical services such as architectural assistance and, where necessary, competent supervision of the work;
- (b) research into housing and building matters and publication and dissemination of manuals and simple, illustrated pamphlets containing information on such matters as housing design, housing standards, and building techniques and materials;
- (c) training in simple building techniques for self-help housing;
- (d) the sale or hire of equipment, materials or tools at less than cost;
- (e) reduced interest rates and similar concessions, such as direct financial subsidies towards the initial capital outlay, the sale of land at less than developed cost and long leases of land at nominal rents.
- 14. All appropriate measures should be taken, where necessary, to give families information concerning the maintenance and rational use of facilities in the home.

IV. Housing Provided by Employers

- 15. In cases where housing is provided by the employer the following provisions should apply unless equivalent protection of the worker is ensured, whether by law or by collective or other binding agreements:
- (a) the employer should be entitled to repossess the accommodation within a reasonable time in the event of termination of employment;
- (b) the worker or his family should be entitled to a reasonable period of continued occupancy to enable a satisfactory alternative dwelling to be obtained when he ceases to exercise his employment by reason of sickness, incapacity, the consequences of employment injury, retirement or death;
- (c) the worker who, in the event of termination of his employment, is obliged to vacate his accommodation, should be entitled to receive fair compensation—
 - (i) for crops which he is growing, with permission, on land belonging to the employer; and
 - (ii) as a general rule, for improvements enhancing permanently the amenities of the accommodation, which are made with the agreement of the employer, and the value of which has not yet been written off through use.
- 16. A worker occupying housing provided by his employer should maintain the premises in the condition in which he found them, fair wear and tear excepted.
- 17. Persons having social relations or business including trade union business, with a worker occupying accommodation provided by the employer, should be entitled to free access to the house occupied by such worker.

18. The possibility should be examined, where appropriate, of a public authority or other institution or worker-occupants acquiring, for a fair price, ownership of housing provided by the employer, except in cases where such housing is within the operational area of the undertaking.

V. Financing

- 19. Public authorities should either finance directly or give financial assistance to rental housing schemes, especially for certain groups of workers, such as heads of newly formed families, single persons and those whose mobility is desirable for a balanced development of the enonomy.
- 20. Loans granted to workers in accordance with Paragraph 15 of the General Principles should cover all, or a substantial part of, the initial cost of the dwelling unit and should be repayable over a long period of time and at a moderate rate of interest.
- 21. Provident funds and social security institutions should be encouraged to use their reserves available for long-term investment to provide facilities for loans for workers' housing.
- 22. In the case of loans granted to workers to promote home ownership, adequate provision should be made to protect the worker against the loss of his financial equity in his house on account of unemployment, accident or other factors beyond his control, and in particular to protect his family against the loss of his financial equity in the event of his death.
- 23. Public authorities should render special financial assistance to workers who, by reason of inadequate income or excessively heavy outlay in respect of family responsibilities, are unable to obtain adequate accommodation.
- 24. In cases where public authorities provide direct financial assistance toward home ownership, the recipient should assume financial and other responsibilities with respect to such housing in so far as his capacity permits.
- 25. Public authorities giving financial assistance to housing programmes should ensure that tenancy or ownership of such workers' houses should not be refused on grounds of race, religion, political opinion or trade union membership.

VI. Measures to Promote Efficiency in the Building Industry

- 26. Workers' housing programmes should be carried out on a long-term basis, and should be spread over the whole year, in order to obtain the economies of continuous operation.
- 27. Appropriate measures should be taken for improving and, where necessary, expanding facilities for the training of skilled and semi-skilled workers, supervisory personnel, contractors and professional personnel, such as architects and engineers.
- 28. Where there is a shortage of building materials, tools or equipment, consideration should be given to such measures as giving

- priority to the construction of factories producing these goods, importing equipment for such factories and increasing trade in these goods.
- 29. Having full regard to consideration of health and safety, building codes and other regulations pertaining to design, materials and as to permit the use of new building materials construction techniques should be so formulated and methods, including locally available materials and self-help methods.
- 30. Special attention should be given, among other measures, to improved planning and organisation of work on the site, to greater standardisation of materials and simplification of working methods and to the application of the results of building research.
- 31. Every effort should be made to eliminate restrictive practices on the part of contractors, building-material suppliers and workers in the building-industry.
- 32. National institutions should be developed for the purpose of undertaking research into social, economic and technical problems of workers' housing. Where appropriate, use might be made of such services as can be made available by the Regional Housing Centres sponsored or assisted by the United Nations and other appropriate international organisations.
- 33. Every effort should be made to promote the efficiency of small scale building contractors, for example by placing at their disposal information on low-cost materials and methods of building, by the provision of centralised facilities for hiring tools and equipment, by specialised training courses and by establishing suitable financial facilities where they do not already exist.
- 34. Measures for reducing building costs should not result in a lowering of the standards of workers' housing and related facilities.

VII. House Building and Employment Stabilisation

- 35. Where unemployment in the construction industry is markedly in excess of the transitional unemployment which occurs during the period between the cessation of a construction workers' employment on one site and the commencement of his employment on another site, or where there is substantial unemployment outside the construction industry, programmes for workers' housing and related facilities should be expanded, where appropriate, to offer employment to as many unemployed persons as possible.
- 36. In periods of declining private construction or declining economic activity in general and in cases where there is a need for an increased volume of construction, the government should take special action to stimulate the construction of workers' housing and related facilities by local authorities, or private enterprise or both, by such means as financial assistance or extension of their borrowing powers.

- 37. Measures for increasing, if necessary, the volume of private housing might include a reduction in the rate of interest and in the size of downpayment required, and the lengthening of the amortisation period.
- 38. Where appropriate, measures to be taken to reduce seasonal unemployment in the construction industry may include—
- (a) the use of all appropriate plant, machinery, materials and techniques to enable construction work to be carried out in a safe and satisfactory manner and to protect the worker during periods traditionally regarded as unfavourable for the carrying out of construction operations;
- (b) education of those concerned regarding the technical feasibility and social desirability of not interrupting construction in unfavourable climatic conditions;
- (c) the payment of subsidies to offset in whole or in part additional costs which might be involved in construction under such conditions; and
- (d) the timing of various operations in programmes of workers' housing and related facilities in such manner as will help to reduce seasonal unemployment.
- 39. Appropriate steps should be taken, where necessary, to ensure administrative and financial co-ordination between the various central and local public authorities, and between them and private bodies, in carrying out an employment stabilisation programme affecting the construction of workers' housing and related facilities.

VIII. Rent Policy

- 40. (1) Although in the highly industrialised countries with a high and rising standard of living one of the long-term objectives should be that rents should tend to cover the normal costs of housing accommodation, taking into account the principles laid down in Paragraph 4 of the General Principles, it should be a general aim that as the result of higher real wages and increased productivity in the building industry the percentage of the workers' income devoted to rent covering the normal cost of the dwelling should progressively diminish.
- (2) No increase in rent should permit more than a reasonable rate of return for the investment.
- (3) During periods of acute housing shortage, measures should be taken to prevent an undue rise in rents of existing workers' housing. As the housing shortage eases and a sufficient number of workers' dwellings of decent quality become available to meet the need, these

measures may be, where appropriate, progressively relaxed, subject to the provisions of this Paragraph.

IX. Town, Country and Regional Planning

- 41. Workers' housing should, in so far as practicable and taking into account available public and private transport facilities, be within easy reach of places of employment, and in close proximity to community facilities, such as schools, shopping centres, recreation areas and facilities for all age groups, religious facilities and medical services, and should be so sited as to form attractive and well-laid out neighbourhoods, including open spaces.
- 42. In the design of houses and the planning of new communities for workers, every effort should be made to consult those bodies representative of future occupants best able to advise on the most suitable means of meeting their housing and environmental needs.
- 43. The siting of workers' housing should take into consideration the possibility of air pollution from factories, and topograpical conditions which may have an important bearing on the disposal of surface run-off and of sewage and other wastes.
- 44. In the construction of short-life housing it is particularly important to ensure community planning and control over density of occupancy.
- 45. It is desirable to adopt the principle of providing in towns and cities for inter-related zones, such as residential, commercial and industrial zones, with a view to ensuring as agreeable an environment as possible for the worker and his family and to minimising the time spent and risks incurred by workers in going to and from work.
- 46. With a view to combatting slums, the competent authorities, in collaboration, as appropriate, with civic and other organisations concerned, as well as with landlords, home owners and tenants, should take all practicable measures for the rehabilitation of slum areas by means such as renovation and modernisation of structures which are suitable for such action and the conservation of buildings of architectural or historical interest The competent authorities should also take appropriate action to ensure adequate housing accommodation for families, which may be temporarily displaced during the period when such rehabilitation is being carried out.
- 47. In order to lessen overcrowding in large urban centres, plans for future development should be formulated on a regional basis, with a view to preventing over-concentration of industry and population and to achieving a better balance between urban and rural development.

INDUSTRIAL RELATIONS AND CONCILIATION

Certification and Other Proceedings before the Canada Labour Relations Board

The Canada Labour Relations Board met for four days during June. The Board issued thirteen certificates designating bargaining agents, rejected one application for certification and one application for revocation of certification. During the month the Board received ten applications for certification, one request under Section 61 (2) of the Act for review of an earlier decision, and allowed the withdrawal of two applications for certification.

Applications for Certification Granted

1. Marconi Salaried Employees Association (Special Services Division, Field Service Group), on behalf of a unit of salaried employees of the Canadian Marconi Company employed in its Special Services Division (L.G., May, p. 470).

2. National Association of Broadcast Employees and Technicians, on behalf of a unit of technical personnel employed by Vantel Broadcasting Co. Ltd. at Station CHAN-TV in Vancouver, B.C. (L.G., May, p. 470).

3. Vancouver-New Westminster Guild, Local No. 115, American Newspaper Guild, on behalf of a unit of certain administrative personnel including clerks and stenographers, and certain program and production personnel including cameramen, reporters, editors, staff performers and announcer-operators, employed by Vantel Broadcasting Co. Ltd. at Station CHAN-TV in Vancouver, B.C. (L.G., June, p. 567).

4. International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, on behalf of a unit of program and production employees employed by Vantel Broadcasting Co. Ltd. at Station CHANTV in Vancouver, B.C. (L.G., June, p. 568).

5. The Association of Employees of M & P Transport, on behalf of a unit of employees of M & P Transport Ltd, comprising longhaul drivers, city drivers and dockmen operating in and out of Edmonton, Alta., and dockmen and pick-up men based

at Calgary, Alta. (L.G., June, p. 568). Locals 880 and 938 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America had intervened.

6. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, General Truck Drivers' Union, Local 938, and Transport Drivers, Warehousemen and Helpers Union, Local 106, on behalf of a unit of employees of St. Johns (Iberville) Transport Co. Ltd., working in and out of Toronto, Ont., and Iberville, Que. (L.G., June, p. 568).

7. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, on behalf of a unit of longshoremen employed by Upper Lakes Shipping Ltd. in the loading and unloading of ships at the Port of Toronto (L.G., June, p. 568).

8. International Longshoremen's and Warehousemen's Union, Local 501, on behalf of a unit of checkers, mechanics, drivers, shedmen and janitors, regularly employed by the Canadian Stevedoring Company Limited on or about the Terminal Docks in Vancouver, B.C. (L.G., July, p. 672).

9. International Longshoremen's and Warehousemen's Union, Local 501, on behalf of a unit of dock machine operators regularly employed by the Empire Stevedoring Company Ltd. on or about the C.P.R. docks in Vancouver, B.C. (L.G., July, p. 672).

10. National Association of Broadcast Employees and Technicians, on behalf of a unit of employees employed by Channel Seven Television Ltd. at CJAY-TV in Winnipeg, Man. (L.G., July, p. 672).

11. Canadian Brotherhood of Railway, Transport and General Workers, on behalf of a unit of deckhands, cooks and stewardesses, employed aboard the M.V. Pacific Prince by the Northwest Shipping Co. Ltd., Vancouver, B.C. (L.G., July, p. 672).

This section covers proceedings under the Industrial Relations and Disputes Investigation Act, involving the administrative services of the Minister of Labour, the Canada Labour Relations Board, and the Industrial Relations Branch of the Department.

12. International Brotherhood of Electrical Workers, Local Union No. 2096, on behalf of a unit of testers and utility men employed by the Eastern Telephone and Telegraph Co. at Sydney Mines and Hardwood Hill, N.S., Clarenville, Nfild., and Spruce Lake, N.B., in its microwave and undersea cable telephone communication system (L.G., July, p. 673).

13. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 419, Warehousemen and Miscellaneous Drivers, on behalf of a unit of employees of Middup Moving & Storage Limited, working in and out of Toronto, Ont. (L.G., July, p. 673).

Application for Certification Rejected

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 938, General Truck Drivers' Union, applicant, and Fleet Express Lines, Limited, Toronto, Ont., respondent (L.G., June, p. 568). The application was rejected because the Board was not satisfied that the employees concerned were members in good standing of the applicant in accordance with the provisions of Section 15 of the Board's Rules of Procedure.

Application for Revocation of Certification Rejected

The Board rejected an application for revocation of certification affecting Sidney E. Odger, et al, applicants, Canadian National Railways, Winnipeg, Man., respondent, and the Canadian Brotherhood of Railway, Transport and General Workers, respondent (L.G., June, p. 568). The Board rejected the application for revocation because, in its opinion, contrary to the position taken by the applicants, the original application for certification was made and dealt with in a proper manner, and because, on the

Scope and Administration of Industrial Relations and Disputes Investigation Act

Conciliation services under the Industrial Relations and Disputes Investigation Act are provided by the Minister of Labour through the Industrial Relations Branch. The branch also acts as the administrative arm of the Canada Labour Relations Board, in matters under the Act involving the board.

The Industrial Relations and Disputes Investigation Act came into force on September 1, 1948. It revoked the Wartime Labour Relations Regulations, P.C. 1003, which became effective in March, 1944, and repealed the Industrial Disputes Investigation Act, which had been in force from 1907 until superseded by the Wartime Regulations in 1944. Decisions, orders and certificates given under the Wartime Regulations by the Minister of Labour and the Wartime Labour Relations Board are continued in force and

effect by the Act.

The Act applies to industries within federal jurisdiction, i.e., navigation, shipping, interprovincial railways, canals, telegraphs, interprovincial and international steamship lines and ferries, aerodromes and air transportation, radio broadcasting stations and works declared by Parliament to be for the general advantage of Canada or two or more of its provinces. Additionally, the Act provides that provincial authorities, if they so desire, may enact similar legislation for application to industries within provincial jurisdiction and make mutually satisfactory arrangements with the federal Government for the administration of such legislation.

The Minister of Labour is charged with the administration of the Act and is directly responsible for the appointment of conciliation officers, conciliation boards, and Industrial Inquiry Commissions concerning complaints that the Act has been violated or that a party has failed to bargain collectively, and for application for consent to prosecute.

The Canada Labour Relations Board is established under the Act as successor to

the Wartime Labour Relations Board to administer provisions concerning the certification of bargaining agents, the writing of provisions—for incorporation into collective agreements—fixing a procedure for the final settlement of disputes concerning the meaning or violation of such agreements and the investigation of complaints referred to it by the minister that a party has failed to bargain collectively and to make every reasonable effort to conclude a collective agreement.

Copies of the Industrial Relations and Disputes Investigation Act, the Regulations made under the Act, and the Rules of Procedure of the Canada Labour Relations Board are available upon request to the Department of Labour, Ottawa.

Proceedings under the Industrial Relations and Disputes Investigation Act are reported below under two headings: (1) Certification and other Proceedings before the Canada Labour Relations Board, and (2) Conciliation and other Proceedings before the Minister of Labour.

Industrial Relations Officers of the Department of Labour are stationed at Vancouver, Winnipeg, Toronto, Ottawa, Montreal, Fredericton, Halifax and St. John's, Newfoundland. The territory of four officers resident in Vancouver comprises British Columbia, Alberta and the Yukon and Northwest Territories; two officers stationed in Winnipeg cover the province of Saskatchewan and Manitoba and Northwestern Ontario; four officers resident in Toronto confine their activities to Ontario; five officers in Montreal are assigned to the province of Quebec, and a total of three officers resident in Fredericton, Halifax and St. John's represent the Department in the Maritime Provinces and Newfoundland. The headquarters of the Industrial Relations Branch and the Director of Industrial Relations and staff are situated in Ottawa.

evidence, the Board was satisfied that the employees affected were not unaware of the application for certification at the time when it was processed.

Applications for Certification Received

1. Vancouver Harbour Employees' Association, on behalf of a unit of security guards employed by the National Harbours Board at the Port of Vancouver (Investigating Officer: D. S. Tysoe).

2. International Association of Machinists, on behalf of a unit of fueling service personnel employed by Consolidated Aviation Fueling Services Limited at the Montreal International Airport, Dorval, Que. (Investigating Officer: R. L. Fournier).

3. Marconi Salaried Employees Association (CFCF-TV), on behalf of a unit of employees of the Canadian Marconi Company employed at CFCF-TV in Montreal, Que. (Investigating Officer: C. E. Poirier).

4. Canadian Merchant Service Guild, Inc., on behalf of a unit of deck officers employed aboard vessels operated by Redwood Enterprises Ltd., Montreal, Que. (Investigating Officer: C. E. Poirier).

5. Canadian Merchant Service Guild, Inc., on behalf of a unit of deck officers employed aboard vessels operated by the Winona Steamship Co. Limited, Montreal, Que. (Investigating Officer: C. E. Poirier).

6. Transport Drivers, Warehousemen and Helpers Union, Local 106, and General Truck Drivers' Union, Local 938, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Central Truck Lines Limited, Val d'Or, Que. (Investigating Officer: Rémi Duquette).

7. Local 5197, United Steelworkers of America, on behalf of a unit of longshoremen employed by the Eastern Canada Stevedoring Co. Ltd., at Port Cartier, Que. (Investigating Officer: Rémi Duquette).

8. General Truck Drivers' Union, Local 938, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit

of employees of MacCosham Van Lines Limited working in and out of Kingston, Ont. (Investigating Officer: A. B. Whitfield).

9. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, on behalf of a unit of longshoremen employed by Upper Lakes Shipping Ltd. at Fort William and Port Arthur, Ont. (Investigating Officer: J. S. Gunn).

10. Transport Drivers, Warehousemen and Helpers Union, Local 106, and General Truck Drivers' Union, Local 938, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Overnite Express Limited, working in and out of Montreal, St. Jerome, and Hull, Que., and Toronto, Ont. (Investigating Officer: G. A. Lane).

Applications for Certification Withdrawn

1. Line Drivers, Warehousemen, Pickup Men & Dockmen's Union, Local No. 605, and Teamsters, Chauffeurs, Warehousemen and Helpers, Local No. 514, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Vancouver Alberta Freightlines Ltd., operating in and out of Vancouver, B.C., and Edmonton, Alta. (L.G., July, p. 672).

2. Canadian Brotherhood of Railway, Transport and General Workers, on behalf of a unit of employees of the Canadian National Railways, employed in the office of the General Material Supervisor at Moncton, N.B. (L.G., July, p. 673).

Request for Review of Decision under Section 61 (2) of Act

Request for amendment of the certificate issued by the Board on November 9, 1959, affecting the Brotherhood of Maintenance of Way Employees, applicant, and the Quebec North Shore and Labrador Railway Company, respondent (L.G., January, 1960, p. 52).

Conciliation and Other Proceedings before the Minister of Labour

Conciliation Officers Appointed

During June, the Minister of Labour appointed conciliation officers to deal with the following disputes:

1. Canuk Lines Limited, Montreal, and Seafarers' International Union of Canada (Conciliation Officer: Rémi Duquette). 2. H. W. Bacon Limited, Toronto, and Local 419 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Conciliation Officer: F. J. Ainsborough).

3. United Keno Hill Mines Limited, Elsa, Yukon Territory, and Local 924 of the

International Union of Mine, Mill and Smelter Workers (Conciliation Officer: D. S. Tysoe).

- 4. Eldorado Mining and Refining Limited, Port Hope, Ont., and Local 13173, Region 77, District 50, United Mine Workers of America (Conciliation Officer: T. B. McRae).
- 5. The Shipping Federation of Canada, Inc., Montreal, and Local 1657 of the International Longshoremen's Association (checkers and cargo repairmen) (Conciliation Officer: Rémi Duquette).
- 6. Canadian Pacific Railway Company (dining, cafe and buffet car employees) and Brotherhood of Railroad Trainmen (Conciliation Officer: F. J. Ainsborough).
- 7. Quebec Paper Sales and Transportation Company Limited, Donnacona, Quebec, and Seafarers' International Union of Canada (Conciliation Officer: Rémi Duquette).
- 8. Guy Tombs Marine Service Limited and Davie Transportation Limited, Montreal, and Seafarers' International Union of Canada (Conciliation Officer: Rémi Duquette).
- 9. K.L.M. Royal Dutch Airlines, Montreal, and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (Conciliation Officer: Rémi Duquette).
- 10. Polymer Corporation Limited, Sarnia, Ont., and (1) Local 16-14 of the Oil, Chemical and Atomic Workers International Union and (2) Oil, Chemical and Atomic Workers International Union (Plant Unit) (Technicians) (Conciliation Officers: F. J. Ainsborough and T. B. McRae).
- 11. The Commercial Cable Company, and Seafarers' International Union of Canada (S.S. Cable Guardian) (unlicensed personnel) (Conciliation Officer; Rémi Duquette).
- 12. The Commercial Cable Company, and Seafarers' International Union of Canada (S.S. Cable Guardian) (licensed engineers) (Conciliation Officer: Rémi Duquette).
- 13. Canadian National Railways (Atlantic, St. Lawrence, Great Lakes, Mountain and Prairie Regions, including Newfoundland District) and Brotherhood of Locomotive Firemen and Enginemen (Conciliation Officer: Rémi Duquette).
- 14. Canadian Pacific Railway Company (Atlantic, Eastern, Prairie and Pacific Regions, including Quebec Central Railway Company and Dominion Atlantic Railway Company) and Brotherhood of Locomotive Firemen and Enginemen (Conciliation Officer: Rémi Duquette).

Settlements Reported by Conciliation Officers

- 1. Boyles Bros. Drilling (Alberta) Ltd., Edmonton, Alta. (Yellowknife Branch) and Western District Diamond Drillers' Union, Local 1005 of the International Union of Mine, Mill and Smelter Workers (Conciliation Officer: D. S. Tysoe) (L.G., July, p. 674).
- 2. Seaway Forwarding Agencies Limited, Sarnia, Ont., and Local 1854 of the International Longshoremen's Association (Conciliation Officers: F. J. Ainsborough and T. B. McRae) (L.G., March, p. 257).
- 3. Saguenay Terminals Limited, Port Alfred, Quebec, and National Syndicate of Longshoremen of Ha! Ha! Bay (Conciliation Officer: R. Duquette) (L.G., March, p. 257).
- 4. Saguenay Terminals Limited, Port Alfred, Quebec, and National Syndicate of Salaried Employees of Saguenay Terminals Limited (Conciliation Officer: Rémi Duquette) (L.G., March p. 257).
- 5. Eldorado Mining and Refining Limited, Port Hope, Ont., and Local 13173, Region 77, District 50, United Mine Workers of America (Conciliation Officer: T. B. McRae) (see above).

Conciliation Board Appointed

Canadian National Railways and Brotherhood of Railroad Trainmen (no Conciliation Officer appointed previously).

Conciliation Boards Fully Constituted

- 1. The Board of Conciliation and Investigation established in May to deal with a dispute between Federal Commerce and Navigation Company Limited, Montreal, and Seafarers' International Union of North America, Canadian District (L.G., July, p. 675) was fully constituted in June with the appointment of His Honour Judge René Lippé, Montreal, as Chairman. Judge Lippé was appointed by the Minister in the absence of a joint recommendation from the other two members, A. Stuart Hyndman and Jean G. Lariviere, both of Montreal, who were previously appointed on the nomination of the company and union, respectively.
- 2. The Board of Conciliation and Investigation established in May to deal with a dispute between Canadian National Railways (Atlantic, Central and Western Regions) and Brotherhood of Locomotive Engineers (L.G., July, p. 675) was fully constituted in June with the appointment of His Honour Judge J. C. Anderson Belleville, Ont., as Chairman. Judge Anderson was appointed by the Minister in the absence of a joint recommendation from the other two members, T. R. Meighen,

O.C. and Marc Lapointe, both of Montreal, who were previously appointed on the nomination of the company and union,

respectively.

3. The Board of Conciliation and Investigation established in May to deal with a dispute between Canadian Pacific Railway Company (Atlantic, Eastern, Prairie and Pacific Regions and Quebec Central Railway Company) and Brotherhood of Locomotive Engineers (L.G., July, p. 675) was fully constituted in June with the appointment of His Honour Judge J. C. Anderson, Belleville, Ont., as Chairman. Judge Anderson was appointed by the Minister in the absence of a joint recommendation from the other two members, R. V. Hicks, Q.C., Toronto, and Marc Lapointe, Montreal, who were previously appointed on the nomination of the company and union, respectively.

Conciliation Board Reports Received

1. Shell Canadian Tankers, Limited (M.V. Western Shell), Vancouver, and Seafarers' International Union of North America, Canadian District (L.G., July, p. 675). The text of the report is reproduced below.

- 2. Northland Navigation Company Limited, Vancouver, and Seafarers' International Union of North America, Canadian District (L.G., June, p. 569). The text of the report is reproduced below.
- 3. Hamilton Shipping Company Ltd., Yorkwood Shipping & Trading Co. Ltd. and the Hamilton operations of Eastern Canada Stevedoring Co. Ltd., Cullen Stevedoring Co. Ltd., Caledon Terminals Ltd., Pittston Stevedoring Corp. of Canada, and Local 1654, Hamilton, of the International Longshoremen's Association (L.G., May, p. 473). The text of the report is reproduced below.
- 4. Eastern Canada Stevedoring Co. Ltd., Cullen Stevedoring Co. Ltd., Caledon Terminals Ltd., Pittston Stevedoring Corp. of Canada, and Local 1869 and 1842, Toronto, of the International Longshoremen's Association (L.G., May, p. 473). The text of the report is reproduced below.
- 5. The Western Union Telegraph Company, Cable Division, and American Communications Association (L.G., April, p. 369). The text of the report is reproduced below.

Report of Board in Dispute between

Shell Canadian Tankers, Limited M.V. Western Shell, Vancouver, B.C.,

Seafarers' International Union of North America, Canadian District

Dear Sir.

The Board of Conciliation and Investigation established by you to deal with matters in dispute ebtween the above mentioned parties, begs to submit its report.

The Board was composed of Reginald James S. Moir, Barrister, as chairman, of Kenneth R. Martin, representing the employer and of Joseph Whiteford, represent-

ing the employees.

We held meeting with the representatives of the parties on the 1st and 2nd June, 1961, and the Board met alone on the 9th and 10th June, 1961.

During June, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between Shell Canadian Tankers, Limited M.V. Western Shell, Vancouver, and Seafarers' International Union of North America, Canadian District.

The Board was under the chairmanship

The Board was under the chairmanship of Reginald J. S. Moir, Vancouver. He was appointed by the Minister on the joint recommendation of the other two members K. R. Martin and Joseph Whiteford, both of Vancouver, nominees of the company of Vancouver, nominees of the company and union, respectively.

The Report is reproduced here.

Prior to the meetings of this Board the parties in the dispute had agreed on all matters in relation to a new collective agreement except the following:---

- 1. Vacation pay;
- 2. New clauses re duties of oilers;
- 3. Wages;
- 4. Overtime rates:
- Duration of Agreement.

After careful consideration of the material placed before it by both parties, and after hearing the arguments advanced by the representatives of the parties, this Board unanimously reports and recommends as

- 1. In respect to the Union's requests for changes in the provisions regarding vacation pay, and overtime rates and in respect of the Union's request for new clauses re duties of Oilers the Board recommends that no changes be made.
- 2. In respect to the duration of the agreement the Board recommends that the agreement be for a period of two years, commencing the 1st January, 1961.

3. In respect to wages the Board recommends that the following wage rates be paid retroactive to the 1st January, 1961.

,	
Able Seaman	\$325.00
Ordinary Seaman	\$287.00
Oiler	\$325.00
Cook	\$395.00
Messman	\$307.00

and that the following wage rates be paid effective the 1st January, 1962:—

Able Seaman	\$336.00
Ordinary Seaman	\$298.00

Oiler	\$336.00
Cook	\$406.00
Messman	\$318.00

The whole respectfully submitted,

Vancouver, British Columbia, this 12th day of June, A.D. 1961.

(Sgd.) REGINALD J. S. MOIR, Chairman.

(Sgd.) K. R. MARTIN, Member.

(Sgd.) JOSEPH WHITEFORD, Member.

Report of Board in Dispute between

Northland Navigation Company Limited, Vancouver, B.C., and

Seafarers' International Union of North America, Canadian District

This was a Board of Conciliation and Investigation which was appointed under the provisions of the "Industrial Relations and Disputes Act" to endeavour to bring about agreement between the parties to the said dispute and to find terms for a Collective Agreement which the parties will accept, and to report to the Honourable the Minister of Labour, pursuant to the provisions of Section 17 of the "Industrial Relations and Disputes Investigation Act".

Messrs. Norman Cunningham, Captain H. J. C. Terry, appeared for the employer.

Mr. Rod Heinekey appeared for the bargaining agent.

The parties agreed that the Board had been properly constituted and had jurisdiction to make recommendations in relation to the matters in dispute.

The Board met with the parties on April 25th, May 1st, May 2nd, May 4th, May 15th, May 16th, May 19th, May 23rd, May 25th and June 2nd, 1961.

The parties agreed that they had reached an agreement in relation to the following section of the agreement:

Article 1-Section 4-Grievance procedure

It is recommended that the following sections of the agreement be amended as follows and be incorporated into the Agreement:

Article 1—Section 8—Seniority and promotions

It is agreed that there will be no transfers between Company ships unless by mutual consent of the Company and the Union. Crew of a ship laid up or withdrawn from service will not transfer to an operating ship. (It is also agreed that there will be no promotions aboard a vessel if the Union has capable competent members available for work.) If the Union hasn't members available to fill vacancies, the management will select employees on the basis of skill and efficiency, these being equal, preference shall be given to employees with greatest seniority of service with the company. It is also agreed that such promotions are not made in a manner discriminating against other unlicensed personnel or the Union.

Article 1—Section 12—Sailing board time

The present clause shall be clause "A". Add the following clauses:

B. The sailing time shall be posted at the gangway on arrival when the vessel's stay in port is twelve (12) hours or less. When the vessel's stay exceeds twelve (12) hours, the sailing time shall be posted eight (8) hours prior to scheduled sailing, if before midnight. If scheduled sailing is between midnight and eight a.m. sailing time shall be posted not later than five (5) p.m.

During June, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between Northland Navigation Company Limited, Vancouver, and Seafarers' International Union of North America, Canadian District.

The Board was under the chairmanship of W. E. Philpott, L.L.B. of Vancouver. He was appointed by the Minister in the absence of a joint recommendation from the other two members E. B. Clark and S. B. Whitelock, both of Vancouver, nominee of the company and union, respectively.

company and union, respectively.

The Majority Report, which under the provisions of the Industrial Relations and Disputes Investigation Act, constitutes the Report of the Board, was submitted by Mr. Clark.

The Majority and Minority Reports are reproduced here.

C. If the vessel's departure is delayed, the new time of departure shall immediately be posted on the Board.

Section 18—Crew equipment

Amend Clause (a) to read:

"Sufficient suitable face and laundry soap or soap powder."

Article 1-Section 30

Delete present clause and substitute therefor:

"There shall be no change in the Manning Scale of unlicensed crew members attached, as Schedule "A", during the life of this agreement, save and except the S.B. "Canadian Prince" when during the winter months, October 31st up and until May 1st, following, the Steward's Department shall be reduced by seven (7). All other vessels operated by the Company to retain crews as at the present time."

Article 2-Section 1-Annual vacation

No change in this section recommended at this time.

Article 2—Section 2—Statutory holidays

Add the following two statutory holidays to make a total of Nine (9):

Remembrance Day Boxing Day.

Article 2-Section 6-Coffee time

No change in this section recommended at this time.

Article 2—Section 10—New clause (e)

(e) Overtime shall commence at the time any employee shall be called to report for work outside of his regular duties, provided such member reports for duty within fifteen (15) minutes. Otherwise overtime shall commence at the actual time such employee reports for duty, and such overtime shall continue until the employee is relieved.

Present clauses (e) and (f) to become (f) and (g) respectively.

Article 2, Section 11-New clause-C.

It is also agreed that after employees have accumulated seven (7) days' leave they may request to take this time off. This request may be granted provided the Union has competent and capable replacements available. The Company will make every effort possible to arrange a satisfactory leave system.

Article 2-Section 11-Weekly leave

Present clause (c) to become Clause (e).

New clause (f)

One half day's pay shall be paid to any employee paid off his ship prior and up

to 12:00 noon; the employee relieving such man prior to 12:00 noon shall receive one day's pay. One day's pay shall be paid any employee paid off his ship after 12:00 noon. The employee relieving such man will be paid one-half day's pay.

New clause (G)

It is agreed that clause (f) above will only apply to vessels arriving in Port in the morning and leaving Port the same evening. On all other vessels a man joining a vessel will receive a full day's pay.

Article 2—Section 12—Working cargo

Delete present clause and substitute therefor Clause "A".

"When employees covered by this agreement are required to work cargo while on watch, they shall receive, in addition to their regular wages, compensation for such work at the rate of one dollar (\$1.00) per hour with a minimum of one (1) hour. Thereafter cargo time shall be paid in one half (½) hour periods, save and except in the case where work is continuous. In this event actual cargo time worked and actual overtime worked shall be paid at the respective rates for cargo time and overtime."

- (b) When crew are required to do work regularly done by longshoremen in the Port of Vancouver, they shall receive longshore rates of pay with a minimum of one (1) hour and thereafter time to be computed in half $(\frac{1}{2})$ hour periods.
- (c) When cargo is being worked long hours on a continuous basis, and for the sake of safety, a member of the unlicensed personnel may request the officer in charge to be knocked off and if this does not interfere with the discharge or loading of cargo, this request shall be granted.
- (d) The Company recognizes that cargo work outside the Port of Vancouver is seamen's work and they shall receive first call for all cargo work to be done. The present company practice in coastal ports shall remain in effect.

Article 3—Section 1—Wages

An increase of wages across the board as follows:

Effective September 1st, 1960, \$5.00 per month; Effective June 15th, 1961, \$8.00 per month; Effective January 1st, 1962, \$10.50 per month; Effective September 1st, 1962, Increase welfare fund contribution to .30c per payroll day.

Article 6-Section 1-Clause (d) New clause

During the life of this agreement the parties herein shall endeavour to formulate a practical and satisfactory work schedule for members of the Steward's Department employed on passenger ships.

Termination clause

This agreement is effective September 1. 1960 and shall remain in effect until February 26th, 1963 and thereafter from year to year subject to sixty (60) days' notice in writing of its desire to revise, amend, or terminate same. Such notice may be given any time after January 1st, 1963.

Dated at Vancouver, B.C. this 7th day of June A.D. 1961.

Respectfully submitted

(Sgd.) W. E. PHILPOTT, Chairman.

(Sgd.) S. B. WHITELOCK, Member.

MINORITY REPORT

This was a Board of Conciliation and Investigation which was appointed under the Provisions of the Industrial Relations and Disputes Act, to endeavour to bring about agreement between the parties to the said dispute and to find terms for a collective agreement which the parties will accept, and to report to the Honourable Minister of Labour, pursuant to the provisions of Section 17 of the Industrial Relations and Disputes Act.

Messrs. Norman Cunningham and Captain H. J. C. Terry appeared for the employer. Mr. Rod Heinekey appeared for the bargaining agent.

The parties agreed that the Board had been properly constituted and had jurisdiction to make recommendations in relation to the matter in dispute.

The Board met with the parties on the following dates: April 25th, May 1st, May 2nd, May 4th, May 15th, May 16th, May 19th, May 23rd, May 26th, May 29th, and June 2nd, 1961.

The following points in dispute were agreed to by the parties tentatively, it being made clear by the employer's representative that in the absence of an agreement covering all matters in dispute, that the concessions tentatively agreed to by the employer were withdrawn.

Grievance Procedure—Article 1—Section

Seniority & Promotion-Article 1-Section 8.

Sailing Board Time—Article 1—Section

Crew Equipment-Section 18.

Manning Scale—Canadian Prince Winter Months.

Annual Vacation-Article 2-Section 1.

Statutory Holidays-Article 2-Section 2. Coffee Time-Article 2-Section 6. Overtime-Article 2-Section 10. Article 2-Section 11.

Weekly Leave—Article 2—Section 11.

Working Cargo—Article 2—Section 12.

The principal matters in dispute, namely wage increases and working schedule for stewards on passenger ships were not agreed upon, consequently the efforts of the Conciliation Board appear to have failed, with less prospect of a settlement now than at the start of these proceedings.

All this could have been avoided had the Union been willing to negotiate in good faith, which they failed to do. As proof of this statement I wish to point out that a settlement was so close that the one remaining matter in dispute was left to the Board to decide, the Union and the Employer each agreeing to accept our decision. To the surprise and disgust of Chairman Philpott and the writer, and I believe Mr. Whitelock also, we were informed by the Union's nominee, Mr. Whitelock, that the Union's representative, Mr. Rod Heinekey had instructed him, before the parties left the room, not to agree with the other members of the Board if their decision meant less for the Union than he had just demanded.

While the Board would have gladly recommended that the difference be split 50-50, which had been proposed and which would have brought an end to the dispute, their hands were tied by the actions of the Union in repudiating its promise and thereby preventing their nominee from performing his duties as an unfettered member of the Board-This is just one example of many where the Union's nominee was prevented from using his own judgment unhampered.

Briefs

The Brief submitted to the Board by the employer gave detailed information as to the individual earnings, as well as the average earnings of the employee members of the Union. This with employment conditions gave sufficient information to enable the Board to appreciate the employer's unwillingness to grant wage increases to unlicensed personnel who were now being paid more than some of the ship's officers.

The statement covering earnings submitted by the employer, and which was acknowledged by the Union as correct, contained the following information:

Monthly Earnings
Average monthly earnings for 8 hours per day (straight time) five day week
Average monthly overtime earnings during entire year 1960 148.00
Average monthly cash earnings during 1960\$ 490.00 In addition the Employer fur-
nished board, linen and other essentials (free of charge) but at a cost to the Employer per month of
Making the average cost to the Company per month of \$ 576.00
Average Yearly Earnings
Average yearly earnings, wages (8 hr. day, 5 day week)
Average yearly overtime (1960) 1,776.00
Average cash earnings for 1960 for unlicensed personnel \$5,880.00
Plus cost of Board, linen, etc. supplied by the Company without cost to employees
Total remuneration per man for

These figures covering earnings of the Union Members (unlicensed personnel) were not disputed by the Union but admitted they were correct, at the same time their brief was complaining that wages were so depressed that their present earnings were equivalent to subsidizing the Employer's operations.

12 months 1960 \$6,921.00

Genesis of Dispute

The employer's troubles began with the compulsory signing of the 1958 agreement which expired some nine months ago. The methods employed by the Union in conjunction with a competitor, The Union Steamships Ltd., who was depending upon federal government subsidies to cover its losses, left this employer no option but to accept, or lose his business. When the expected subsidies failed to materialize the losses incurred through the agreement they had signed with this same bargaining agent less than a year before, forced them into liquidation, leaving all of its employees upon the labor market.

This 1958 agreement gave the unlicensed personnel the equivalent of nearly 40 percent in their basic wage, also gave them a penalty of \$1.00 per hour during their

watch while performing the principal task they were engaged for. It made the handling of cargo either a penalty or overtime work and gave them a monopoly of both on every point of call except Prince Rupert.

It made compulsory the carrying of an unreasonable number of stewards during the fall and winter months when passenger traffic is reduced by as much as fifty percent. Although this contract expired last Sept., two months before the slack passenger traffic begins the Union continuously refused to allow any change in the manning scale all winter, when a saving in operating cost of at least \$20,000 could have been effected with no extra duties imposed or loss of earnings to those retained during this period.

And now in the face of all this indifference and absence of co-operation on their part, they seek to add additional expense to the Company through a so-called "Work Schedule" for the stewards. This innocent looking demand on a run like the B.C. Coast where calls are numerous, is the key to the overtime paradise which the Union wishes to achieve for the stewards as it has for the AB, quartermaster, winchmen and is but another example of the impossibility of obtaining anything approaching a reasonable workable agreement.

The Board Report

This report signed by Chairman Philpott, and member Whitelock, does not represent the opinion of either of them as to the equity of the parties in dispute. The Chairman stated time after time that the Union was not entitled to any increase whatever, that their earnings exceeded any similar class either ashore or afloat, and that the Company should never have offered them the same percentage of increase they gave to the licensed personnel, such as Captains, Mates and Engineers. Member Whitelock agreed that the Company's offer was very generous, but?

The Report was prepared by the Chairman without my knowledge or consultation, although I had been waiting ten days for the promised meeting to help prepare it, as nothing definite had been decided upon during previous discussions. When receiving a copy of the report on the 14th the Chairman advised that he had prepared two or more reports as the first ones could not be approved by Member Whitelock, so it would appear that this Report of the Board is nothing more than a report of the Union nominee with the reluctant signature of the Chairman attached for appearances only. If this is a fair example of the accomplishments of a Conciliation Board.

it is the writer's opinion, and not his alone, that this farce should be discontinued and the cost of such put to better use, which would not be hard to do.

Minority Recommendation

I agree with Chairman Philpott that no increase should have been offered the Union at this time. The increase of slightly less than 7 per cent granted the licensed personnel over a two year period was by way of an adjustment covering their agreement of 1958 which provided much less than the increases gained by the unlicensed personnel (the S.I.U.) covering the same period. Further it was the original request of the employer that the 1958 agreement be continued until Sept. 1st of the present year without change, but instead of accepting it the Union demanded a 10 per cent increase in wages and overtime for a one year period which would be equivalent to about 14 per cent in wages only against less than 7 per cent granted the Licensed personnel over a two year period.

It is of urgent concern to the employer that the ill feeling which had been building up between the licensed and unlicensed personnel, generated by the abnormal increases gained by the latter, be brought to a halt. Nothing like this occurred until this irresponsible Union strong armed itself into the employer's organization. The present situation calls for prompt and definite action from those who have the authority to act. Too much time and money has been wasted already.

So I recommend a continuation of the present agreement without change until Sept. 1, 1961, when a new agreement should be negotiated, one which properly recognized all classifications and conditions. Such an agreement would produce co-operation and harmony which after all is the best and shortest road to prosperity.

Dated at Vancouver, B.C. this 13th day of June A.D. 1961.

> Respectfully submitted (Sgd.) E. B. CLARK, Member.

Report of Board in Dispute between

Hamilton Shipping Company Limited, Yorkwood Shipping & Trading Company Limited, and the Hamilton operations of Eastern Canada Stevedoring Company Limited, Cullen Stevedoring Company Limited, Caledon Terminals Limited and Pittston Stevedoring Corporation of Canada

International Longshoremen's Association

The Conciliation Board, Mr. W. J. Whittaker, company nominee, Mr. Drummond Wren, union nominee and Mr. R. G. Geddes, chairman, met with the representatives of the parties.

Present for the companies were:

Mr. A. J. Clarke Counsel Mr. W. Cochrane Committee Mr. H. Cullen Committee Mr. G. J. Harfoot Committee Mr. B. J. B. Tice Committee Mr. R. Wright Committee Mr. J. Lees Committee Mr. D. H. Brown Observer

Present for the union were:

Mr. B. J. Doherty International Rep. Mr. P. J. Campbell Committee Mr. A. Ridout Committee Mr. G. Fortman Committee Mr. T. Richard Observer Mr. H. Saunders Observer

After several meetings with various combinations of the aforementioned representatives concerning the Hamilton dispute and after a number of executive meetings and after meeting frequently with the Hamilton

During June, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between Hamilton Shipdeal with a dispute between Hamilton Shipping Company Ltd., Yorkwood Shipping & Trading Co. Ltd. and the Hamilton operations of Eastern Canada Stevedoring Co. Ltd., Cullen Stevedoring Co. Ltd., Caledon Terminals Ltd. and Pittston Stevedoring Corp. of Canada and Local 1654 of the International Longshoremen's Association. The Board was under the chairmanship of R. G. Geddes, Toronto, Ont. He was appointed by the Minister on the joint recommendation of the other two members W. J. Whittaker, Toronto, and Drummond Wren, Agincourt, nominees of the com-

Wren, Agincourt, nominees of the companies and union, respectively.

The Report is reproduced here.

representatives together with the representatives of the Toronto stevedoring companies and unions a Memorandum of Terms of Settlement was signed setting out the terms upon which collective agreements were to be signed.

Representatives of the companies and the unions then met together and agreed upon the language and details of the Hamilton

agreement.

A draft collective agreement incorporating all terms agreed upon is attached to this report. The conciliation board recommends that the parties sign an agreement incorporating these terms.

Memorandum of Agreement

Article I-Purpose

1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Companies and their employees and to provide machinery for the prompt disposition of grievances and to establish satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

Article II-Recognition

2.01 The Companies recognize the Union as the exclusive bargaining agent of all their employees employed at the Port of Hamilton classified as gang foremen, sub foremen, shed foremen, hatchmen, winchmen, cooper, stevedore, towmotor operator, crane operator, stevedores handling freight in sheds, checkers and gearmen, excluding superintendents, walking bosses, head checker, manifest clerks, guards and watchmen acting as guards.

2.02 It is agreed that for all work that the Companies are instructed to perform including the sweeping of holds, cleaning of ballast tanks, lining of ships, opening and closing of hatches, shall be done by members of the Union except only in the case of hatch covers of a special type.

2.03 The Companies agree that they will not discriminate against any employee by reason of his Union activities, however, it is understood and agreed that foremen will not be appointed or selected to act as members of the grievance committee and if they are, then the Company employing such foremen shall have the right to displace them as foremen.

Article III—Relationship

3.01 At the opening of each operating season, or at any other time should it become necessary, the Companies as a group, shall discuss with the Union the number of gangs (herein referred to as

Regular Gangs) and at that time shall name a person, from among the Union membership, who shall be the foreman of each gang.

3.02 The Companies agree that every foreman named by them shall be a member of the Union.

3.03 Foremen shall be paid twenty cents per hour in excess of the established wage

scale rates for longshoremen.

3.04 Each foreman of a Regular Gang shall select the normal complement of his gang, from among the Union membership, and at all times will be responsible for his gang and have the men available for work when called.

3.05 Each Company shall inform the Union according to the provisions of this agreement as to the number of gangs required by it from time to time. So that Union members will get preference, the Union shall despatch the regular gangs according to requirements of the Companies, and such gangs shall be rotated in accordance with their total weekly earnings.

3.06 If all available regular gangs are working then the Union may despatch another gang or gangs (herein called Irregular Gangs) but the Company affected shall have the right to name the foreman of such gangs.

3.07 If the Union fails to provide the number of gangs ordered for work then the Companies shall have the right to hire such gangs directly (herein called Non-Union Gangs). However, there shall be no abuse of this provision by either party and where either party claims there is an abuse, a meeting shall be held immediately to correct any abuse that may exist.

3.08 When at any time gangs are short of the number of men required, the Company affected shall select additional men from among Union members not working. If no Union members are available then the gang will be brought to full strength with Non-Union men.

3.09 In the event that a foreman is discharged, or quits, or is not available for work, then the Company shall name a new foreman in his place who on becoming a foreman of a regular gang shall have the right of selection set forth in paragraph 3.04 and subject to the provision of paragraph 3.10.

3.10 Once a man has been assigned to a gang, he will not transfer to any other gang, except as may be required for the purpose of forming additional gangs as under paragraphs 3.06 and 3.07, without the consent of his foreman and will not be removed from the gang without just cause.

3.11 When ordering gangs the Companies shall have the right to name the gangs desired where the type of operation requires special experience and the gangs so named shall be supplied if they are available and

willing to work.

3.12 It is understood and agreed that where non-union employees are engaged by any Company, such non-union employees, will be put to work on those operations where it is expected the least number of man hours of work are involved. Regular gangs shall not be laid off by a Company so long as that Company is employing either irregular or non-union gangs and union men employed on irregular or non-union gangs shall, if laid off, revert to their regular gangs (if working) after their regular gang has completed two hours work.

Article IV-Gang sizes

4.01 Each Company shall have the sole right to decide how the men in the gang are to be distributed and shall also have the sole right to work with falls together or with any other practical and safe method of loading or unloading ships.

4.02 A minimum longshore gang employed on general merchandise cargo shall consist of fourteen men including the foreman with not less than eight men in the hold, provided that when cargo is sorted or piled in the shed or on an open dock. then men from the hold which is being discharged may be used in the shed or upon the dock to sort or pile the cargo being unloaded by their own gang when such sorting or piling on the dock or in the shed is performed as provided for above, it is understood no greater work load or burden shall be placed on those of the gang remaining in the hold.

4.03 When general merchandise cargo is not involved or when loading or unloading lake or coasting vessels, the number of men that shall constitute a gang shall be determined by the Companies but in each case shall not be less than eight.

Article V—Hours of service and wage rates 5.01 For the purpose of this agreement, the work periods shall be as follows:

8.00 a.m. to 12.00 noon From From 1.00 p.m. to 5.00 p.m. 6.00 p.m. to 11.00 p.m. From 12.00 midnight to 5.00 a.m.

5.02 It is agreed that work will normally terminate at 10.00 p.m. but that at the Companies' request, work shall continue to as late as 12.00 midnight when the Companies consider it to be necessary in order to complete the loading or unloading of a vessel.

5.03 Except for work on bulk or homogeneous cargos where, by the terms of the charter party it is necessary for a vessel to be worked continuously to a finish, all work is to cease at midnight except during the last two weeks of the navigation season when, because of weather conditions, it may be necessary to work vessels day and night to clear them from the lakes.

5.04 During the term of this agreement, the Companies and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedule A hereto which is hereby made a part of this agreement.

5.05 Meal hours:

Meal hours shall be as follows: From 5.00 a.m. to 8.00 a.m. From 12.00 p.m. to 1.00 p.m. From 5.00 p.m. to 6.00 p.m. From 11.00 p.m. to 12.00 midnight

Employees required to work through any meal hour shall be paid at double the basic rate and thereafter for all time so worked until relieved for meals. Employees must work through the meal hour when and as ordered by the Companies,

5.06 The rate of pay for handling nitrate, bulk sulphur, bulk-ore, potash, lamp-black or carbon-black, cement in bags, wet or dry hides, lime in bags or on the cleaning of holds in which the above commodities were stored or on the cleaning of oil tanks shall be increased by fifteen cents per hour or part thereof worked. This premium shall not be pyramided in overtime rates but is a flat fifteen cents for each hour or part thereof worked. It is understood that the foregoing shall only apply when the volume of any one commodity above listed exceeds twenty-five long tons in any one hold or hatch.

5.07 Double the basic rate to be paid for work on ships in port with cargos on fire. This only applies to hatches affected by fire, smoke, steam or gas. If any cargo in any hatch is submerged in water, double time will also be paid for handling such cargo.

5.08 The rate of pay for all hours worked on New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day and Christmas Day or where any of the above named days falls on a Sunday then on the day proclaimed by the Dominion Government for the celebration of such holiday shall be double the basic rate, provided that no work shall be performed on Labour Day except for passenger's baggage and mail.

5.09 Four percent of total earnings shall be paid to employees as vacation pay, such payment to be made at the close of the navigating season but not later than December 20th in any year. No employee shall take his vacation during the navigating season. Earnings for the purpose of this clause shall not include pension and welfare payments.

5.10 When men or gangs have worked past the hour they shall be paid for the quarter hour, and if past the uqarter hour they shall be paid for the half hour, and if past the half hour they shall be paid for the three quarter hour, and if past the three quarter they shall be paid for the full hour.

Effective April 1st, 1962, the Companies agree to pay the sum of eleven cents per man hour worked to a fund to be established for the purpose of providing welfare and/or pension benefits.

Article VI-Call hours

6.01 Call hours shall be 8.00 a.m., 1.00 p.m., 6.00 p.m. and 12.00 midnight. Orders for the above call hours shall be placed not later than 4.00 p.m. the day before for the 8.00 a.m. call; 11.00 a.m. for the 1.00 p.m. call and 4.00 p.m. for the 6.00 p.m. call. All orders when placed shall not be subject to cancellation.

6.02 All orders for Sunday work, day or overtime must be placed with the Union office not later than 4.00 p.m. the day before (i.e. Saturday). If Monday is a holiday, then all orders for day or overtime work for such day must be placed with the Union office not later than 4.00 p.m. the day before (i.e. Sunday). On any holiday, all orders for day or overtime work must be placed with the Union office not later than 4.00 p.m. the day before.

6.03 The Union office will be opened for one hour from 3.00 p.m. to 4.00 p.m. on Sundays and holidays for the purpose of receiving orders.

6.04 A minimum of two hours at the prevailing rate shall be paid to any employee started to work provided that if work is stopped during such two hour period due to weather conditions, then the Company may require the employee to stand by for the remainder of the two hour period.

6.05 If an employee reports for work pursuant to a call or an order back to work but the Company does not start him to work due to weather conditions, then he shall be paid for two hours at the prevailing rate and at the Company's request, shall stand by for the said two hours.

6.06 If an employee reports for work pursuant to a call or an order back to work and the Company fails to supply him with work, he shall be paid a minimum of two hours at the prevailing rate and at the Company's request shall stand by for the said two hours.

6.07 Any employee who refuses to stand by or who refuses to start to work while standing by shall not be paid the standby pay provided for in clauses 6.04, 6.05 and 6.06.

6.08 The Companies shall be the sole judge of weather conditions and in each case shall determine whether work shall commence, shall continue or shall be halted. The Companies shall not unreasonably require work to be done in inclement weather.

6.09 If a gang despatched by the Union is not complete when reporting for work, then the Company need not start them to work and pay shall start only when such gang has been brought to full complement or when the gang proceeds to work, whichever first occurs. However, union men forming part of non-union gangs shall be paid if they report for work pursuant to a call.

Article VII-General

7.01 The Companies agree that any new stevedoring operation undertaken by them or any subsidiary of them in the Port of Hamilton, involving the handling of cargo or freight shall be governed by the provisions of this agreement, however the special rates to be paid for off season operations shall be negotiated with the Union.

7.02 Hatch beams must be taken off or bolted or properly secured when men are working in the hold.

7.03 When a hatch tender cannot be seen, an extra man shall be employed at the discretion of the Company to give signals.

7.04 All orders to the men must be issued through their foreman, who in turn shall be subject to orders from the Company's superintendent or his representative.

7.05 When working in deep tanks an additional man may be employed to give signals in order to steady the sling load if deemed necessary by the Company.

7.06 Where it appears necessary to the Company, two men shall assist crane operators in the handling of cargo.

7.07 Pay day shall be as follows: between 11.30 a.m. and 1.00 p.m. each Friday, if a holiday falls on a Friday, pay day shall be the preceding day at the above stated times. The parties agree to discuss a satisfactory method of distributing pay.

7.08 It is recognized that the work of opening and closing hatches is to be performed by employees under the provisions of this agreement. In the event that hatches other than mechanical type hatches are opened by persons other than employees covered by this agreement, then the gang effected shall commence work and shall be paid a sum equivalent to fifteen minutes at the prevailing rate.

7.09 It is agreed that the men shall have one night free each month to attend their regular monthly union meeting. At least three days advance notice in writing must be given by the union to the Companies of the date of such meeting. Arrangements for special meetings to be agreed upon between the parties.

Article VIII-Grievances

8.01 The Companies acknowledge the right of the Union to appoint or otherwise select a business agent and the Companies agree to recognize him for the following purposes only:

- (a) In the despatching of employees pursuant to calls made by the Companies.
- (b) For the processing of grievances which have reached Stage No. 3 of the grievance procedure.

8.02 It is understood that the business agent may be involved in the general administration of the agreement insofar as the Union is concerned but the Companies are under no obligation to recognize him or deal with him save as aforesaid. Nothing herein shall give the business agent the right to enter the property of the Companies, to be on board vessels or to interview employees during working hours to discuss grievances or working methods.

8.03 The Companies acknowledge the right of the Union to appoint or otherwise select from among the members of the bargaining unit other than foremen, a Grievance Committee to consist of not more than seven persons. Upon being advised in writing of the names of members of the Grievance Committee and the Chairman thereof, the Companies agree to recognize and deal with the Committee on all grievances properly arising out of this agreement.

8.04 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than three full working days before the filing of the grievance.

8.05 Grievances properly arising under this agreement shall be adjusted and settled as follows:

Stage No. 1—The aggrieved employee, accompanied by his Grievance Committee

member shall present the grievance orally to the foreman concerned in the presence of the walking boss. The Company may continue the practice or working method giving rise to the grievance while the grievance is being processed. The grievor and his committeeman may leave their work to process a grievance provided they first obtain the permission of their foreman, and permission may be withheld until other arrangements have been made if their absence would seriously hamper operations of a gang. If a satisfactory settlement is not reached then within three working days, the grievance may be presented as follows.

Stage No. 2—The aggrieved employee, accompanied by the Chairman of the Grievance Committee and by not more than one member thereof may present his grievance which shall be in writing on the prescribed form and signed by the aggrieved employee, to the manager of operations of the Company involved who shall consider same and render a decision in writing on or attached to the form. Should no settlement satisfactory to the employee be reached within two working days, the next stage may be taken at any time within two working days hereafter.

Stage No. 3—The aggrieved employee accompanied by the Chairman of the Grievance Committee and not more than one member thereof together with the Union business agent, if his presence is requested by either of the parties, shall meet with representatives of the Company involved (representatives of other Companies may be present at this stage) in an endeavour to settle the grievance. The Companies reply at this stage shall be in writing.

Stage No. 4-If a satisfactory settlement is not reached within three working days then at any time within ten days of the meeting at Stage 3 and if the grievance concerns the interpretation, administration. application or alleged violation of the agreement, the grievance may, at the request of either of the parties be referred to a Board of Arbitration composed of one person appointed by the Company, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board. If the two appointees are unable to agree on a Chairman, the Minister of Labour of the Dominion of Canada will be requested to appoint a person to act as Chairman.

8.06 The majority decision of a Board of Arbitration chosen or appointed in the above manner or failing a majority decision then the decision of the Chairman shall be binding on both parties.

8.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this agreement.

8.08 Each of the parties will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman.

8.09 Nothing in this agreement shall be interpreted as allowing any member of the Grievance Committee or any Union official to give orders to the men in connection with their work and no rules, regulations or resolutions shall be passed by either the Companies or the Union which are inconsistent with the provisions of this agreement.

8.10 Charges against an employee resulting in dismissal may be settled by confirming the Company's action, or by restoring the employee to his former position with full compensation for all time lost or by any other arrangement which is just and equitable.

8.11 The Union agrees that it will not uphold incompetence, shirking of work, pilfering or broaching of cargo, drinking of alcoholic beverages on the job or reporting for work under the influence of alcohol. An employee may be discharged or otherwise dealt with as the Companies see fit for committing any of the above offences or for any other just cause but a claim by an employee that he has been discharged or disciplined without reasonable cause may be the subject of a grievance.

8.12 The Companies' rules with regard to smoking on ships or in sheds shall be observed at all times.

8.13 In view of the orderly arrangements provided by this agreement for the settling of disputes, the Union agrees that during the lifetime of this agreement there shall be no strikes, slowdown or stoppage of work either complete or partial, and the Companies agree that there will be no lockout.

Article IX-Termination

9.01 This agreement shall come into force as of the date hereof and shall remain in force to and including the 31st day of March, 1963 and shall continue in force from year to year thereafter, unless within the period of sixty days prior to December 1st, 1962 or prior to December 1st in any year thereafter, either party shall furnish the other with notice of termination of or proposed revision of this agreement. In the event such notice is given, this agreement

shall continue in full force and effect during the period in which negotiations are in progress.

In Witness Whereof each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the date and year first above written.

SCHEDULE "A"

Wage Scale Effective on signing of agreement

- 1. The basic hourly rate of \$2.10 shall be paid for all hours worked during the following times
 - (a) Monday to Friday inclusive 8.00 a.m. to 12.00 noon and 1.00 p.m. to 5 p.m.
 - (b) Saturday 8.00 a.m. to 12.00 noon.
- 2. Time and one-half the basic hourly rate (i.e. \$3.15) shall be paid for all hours worked during the following times
 - (a) Saturday 1.00 p.m. to 5.00 p.m.
 - (b) Monday to Saturday inclusive 6.00 p.m. to 11.00 p.m.
 - (c) Monday to Saturday inclusive 12.00 midnight to 5.00 a.m.
- 3. Double the basic hourly rate (i.e. \$4.20) shall be paid for all hours worked on Sunday (i.e. 12.01 a.m. Sunday to 12.01 a.m. Monday).

Wage Scale Effective April 1st, 1962

- 1. The basic hourly rate of \$2.16 shall be paid for all hours worked during the following times
 - (a) Monday to Friday inclusive 8.00 a.m. to 12.00 noon and 1.00 p.m. to 5.00 p.m.
 - (b) Saturday 8.00 a.m. to 12.00 noon.
- 2. Time and one-half the basic hourly rate (i.e. \$3.24) shall be paid for all hours worked during the following times
 - (a) Saturday 1.00 p.m. to 5.00 p.m.
 - (b) Monday to Saturday inclusive 6.00 p.m. to 11.00 p.m.
 - (c) Monday to Saturday inclusive 12.00 midnight to 5.00 a.m.
- 3. Double the basic hourly rate (i.e. \$4.32) shall be paid for all hours worked on Sunday (i.e. 12.01 a.m. Sunday to 12.01 a.m. Monday).

All of which is respectfully submitted.

(Sgd.) R. G. GEDDES, Chairman.

(Sgd.) W. J. WHITTAKER, Member.

(Sgd.) DRUMMOND WREN, Member.

Toronto, Ontario, June 6, 1961.

Report of Board in Dispute between

Eastern Canada Stevedoring Company Limited, Cullen Stevedoring Company Limited, Caledon Terminals Limited, and Pittston Stevedoring Corporation of Canada

and

International Longshoremen's Association

Following the return of the conciliation board's report to the Chairman from the Department of Labour, the board met frequently with Representatives of all of the companies, representatives of the local unions, officers of the International Union, officials of the Shipping Federation, and various observers.

Negotiations were conducted concerning the Toronto disputes and the Hamilton dispute and the conciliation board met in executive session several times about all three disputes.

On May 3, 1961 a Memorandum of Terms of Settlement was signed establishing the terms upon which collective agreements were to be signed.

Representatives of the companies and Local 1869 then met together and agreed upon the language and terms of the checkers agreement.

Draft collective agreements covering the members of both Local 1842 and 1869 and incorporating all terms agreed upon are attached to this Report. The conciliation board recommends that the parties sign agreements incorporating these terms.

MEMORANDUM OF AGREEMENT

Article I-Purpose

1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Companies and their employees and to provide machinery for the prompt disposition of grievances and to establish satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

1.02 This agreement shall apply only to employees while engaged in the handling of cargo discharged from or loaded on vessels at the Port of Toronto during the navigation season.

Article II—Recognition

2.01 The Companies recognize the Union as the exclusive bargaining agent of all their employees employed at the Port of Toronto, Ontario, classified as gang foremen, sub foremen, hatchmen, winchmen,

cooper, stevedore, towmotor operator, crane operator, stevedores handling freight in sheds and gearmen excluding superintendents, walking bosses, manifest clerks, guards and watchmen acting as guards.

2.02 It is agreed that for all work that the Companies are instructed to perform including the sweeping of holds, cleaning of ballast tanks, lining of ships, opening and closing of hatches shall be done by members of the Union, except only in the case of hatch covers of a special type.

2.03 The Companies agree that they will not discriminate against any employee by reason of his Union activities.

Article III-Relationship

3.01 At the opening of each operating season, or at any other time should it become necessary, the Companies as a group, shall discuss with the Union the number of gangs (herein referred to as Regular Gangs) expected to be necessary to handle the normal operations during the season, and at that time shall name a person, from among the Union membership, who shall be the foreman of each gang.

3.02 The Companies agree that every foreman named by them shall be a member of the Union.

3.03 Foremen shall be paid twenty cents per hour in excess of the established wage scale rates for longshoremen.

3.04 Each foreman of a Regular Gang shall select the normal complement of his gang, from among the Union membership,

During June, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between Eastern Canada Stevedoring Co. Ltd., Cullen Stevedoring Co. Ltd., Caledon Terminals Ltd., and Pittston Stevedoring Corp. of Canada and Locals 1869 and 1842 of the International Longshoremen's Association.

The Board was under the chairmanship of R. G. Geddes, Toronto, Ont. He was appointed by the Minister on the joint recommendation of the other two members W. J. Whittaker, Toronto, and Drummond Wren, Agincourt, nominees of the companies and union, respectively.

The Report is reproduced here.

and at all times will be responsible for his gang and have the men available for work when called.

3.05 Each Company shall inform the Union according to the provisions of this agreement as to the number of gangs required at any call period by it from time to time. So that Union members will get preference, the Union shall despatch the regular gangs according to the requirements of the Companies, and such gangs shall be rotated by the Companies in accordance with their total weekly earnings.

3.06 If all available regular gangs are working then the Union may despatch another gang or gangs (herein called Irregular Gangs) but the Company affected shall have the right to name the foreman of such gangs.

3.07 If the Union fails to provide the number of gangs ordered for work then the Companies shall have the right to hire such gangs directly (herein called Non-Union Gangs). However, there shall be no abuse of this provision by either party and where either party claims there is an abuse a meeting shall be held immediately to correct any abuse that may exist.

3.08 When at any time gangs are short of the number of men required, the foremen of such gangs shall select additional men from among Union members of gangs not working. If no Union members are available then the gang will be brought to full strength with non-Union men. However, men will follow their gangs at all times.

3.09 In the event that a foreman is discharged, or quits, or is not available for work, then the Company shall name a new foreman in his place who on becoming a foreman of a regular gang shall have the right of selection set forth in paragraph 3.04.

3.10 When ordering gangs the Companies shall have the right to name the gangs desired where the type of operation is a heavy lift which requires special experience and the gangs so named shall be supplied if they are available and willing to work.

3.11 It is understood and agreed that where non-union employees are engaged by any Company, such non-union employees will be put to work on those operations where it is expected that the least number of man hours of work are involved. Regular gangs shall not be laid off by a company as long as that company is employing either irregular or non-union gangs and Union men employed on irregular or non-union gangs shall, if laid off revert to their regular gangs (if working) after their regular gang has completed two hours work.

Article IV—Gang sizes

4.01 A minimum longshore gang shall consist of fifteen men, including the foreman and the lift truck operator, on general merchandise cargo with not less than eight men in the hold, provided that when cargo is sorted or piled in the shed, or on an open dock, then men from the hold which is being discharged, may be used in the shed or open dock to sort or pile cargo being unloaded by their own gang.

4.02 When such sorting or piling on the dock or in the shed is performed as provided above, it is understood no greater work load or burden shall be placed on those of the gang working in the the hold.

4.03 When loading and unloading cargo other than general cargo the Companies shall determine the number of men in a gang and the distribution of the men comprising the gang.

Notwithstanding the Companies right to determine the number of men in a gang (other than gangs being used for general cargo) and the distribution of them, the longshoremen shall at no time be required to do an excessive amount of work or to work at an unreasonable pace.

4.04 The Companies agree that they will not load more than 2,600 pounds on a 6 ft. x 4 ft. pallet.

Article V-Hours of service and wage rates

5.01 For the purpose of this agreement, the work periods shall be as follows:

From 8.00 a.m. to 12.00 noon. From 1.00 p.m. to 5.00 p.m. From 6.00 p.m. to 11.00 p.m. From 12.00 midnight to 5.00 a.m.

5.02 It is agreed that work will normally terminate at 10.00 p.m. but that at the Companies' request, work shall continue to as late as 12.00 midnight when the Companies consider it to be necessary in order to complete the loading or unloading of a vessel.

5.03 All work is to cease at midnight except during the last two weeks of the navigation season when, because of weather conditions, it may be necessary to work vessels day and night to clear them from the lakes.

5.04 Meal hours: Meal hours shall be as follows:

From 5.00 a.m. to 8.00 a.m. From 12.00 p.m. to 1.00 p.m. From 5.00 p.m. to 6.00 p.m.

From 11.00 p.m. to 12.00 midnight.

Employees required to work through any meal hour shall be paid at double the basic rate and thereafter for all time so worked until relieved for meals. Employees must work through the meal hour when and as

ordered by the Companies.

5.05 During the term of this agreement. the Companies and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which is hereby made a part of this agreement.

5.06 The rate of pay for handling nitrate, bulk sulphur, bulk-ore, potash, lamp-black or carbon-black, cement in bags, wet or dry hides, lime in bags or on the cleaning of holds in which the above commodities were stored shall be increased by fifteen cents per hour or part thereof worked. This premium shall not be pyramided in overtime rates but is a flat fifteen cents for each hour or part thereof worked. It is understood that the foregoing shall only apply when the volume of any one commodity above listed exceeds twenty-five long tons in any one hold or hatch.

5.07 Double the basic rate to be paid for work on ships in port with cargoes on fire. This only applies to hatches affected by fire, smoke, steam or gas. If any cargo in any hatch is submerged in water, double time will also be paid for handling

such cargo.

5.08 The rate of pay for all hours worked on the following holidays or their day of observance shall be double the basic rates: New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, and Christmas Day. If any of the above holidays falls on a Sunday it shall be observed by the Companies on the day upon which it is generally observed in the community. No work shall be performed on Labour Day except the handling of mail and passengers' baggage. If Victoria Day is observed in the community on a day other than the 24th of May the day of community observance shall apply.

5.09 Four percent of total earnings shall be paid to employees as vacation pay. Payment to be made at the close of the navigating season but not later than December 20th in any year. Earnings for the purpose of this clause shall not include pension

and welfare payments.

5.10 When men or gangs have worked past the hour they shall be paid for the quarter hour, and if past the quarter hour they shall be paid for the half hour, and if past the half hour they shall be paid for the three-quarter hour, and if past the three-quarter hour they shall be paid for the full hour.

5.11 The Companies agree to continue to contribute the sum of seven cents per man hour worked to a fund established for the purpose of providing welfare and/or pension benefits during the 1961 season. Effective April 1st, 1962 this contribution shall be increased to eleven cents per man hour worked.

An agreement for the purpose of administering the Welfare Fund shall be consummated by the parties on or before 1961. If no such agreement is completed by, 1961, all matters not agreed shall be submitted to a Board of Arbitration. The deadline date of, 1961 may be extended only by agreement by both parties.

Article VI-Call hours

6.01 Call hours shall be 8.00 a.m., 1.00 p.m., 6.00 p.m. and 12.00 midnight. Orders for the above call hours shall be placed not later than 4.00 p.m. the day before for the 8.00 a.m. call; 11.00 a.m. for the 1.00 p.m. call and 4.00 p.m. for the 6.00 p.m. call. All orders when placed shall not be subject to cancellation

6.02 All orders for Sunday work, day or overtime must be placed with the Union office not later than 4.00 p.m. the day before (i.e. Saturday). If Monday is a holiday, then all orders for day or overtime work for such day must be placed with the Union office not later than 4.00 p.m. the day before (i.e. Sunday). On any holiday, all orders for day or overtime work must be placed with the Union office not later than 4.00 p.m. the day before.

6.03 The Union office will be opened for one hour from 3.00 p.m. to 4.00 p.m. on Sundays and holidays for the purpose of receiving orders.

6.04 A minimum of two hours at the prevailing rate shall be paid to any employee started to work provided that if the work is stopped during such two hour period due to weather conditions, then the Company may require the employee to stand by for the remainder of the two hour period.

6.05 If an employee reports for work pursuant to a call or an order back to work but the Company does not start him to work due to weather conditions, then he shall be paid for two hours at the prevailing rate and at the Company's request, shall stand by for the said two hours.

6.06 If an employee reports for work pursuant to a call or an order back to work and the Company fails to supply him with work, he shall be paid a minimum of two hours at the prevailing rate and at the Company's request shall stand by for the said two hours.

6.07 Any employee who refuses to stand by or who refuses to start to work while standing by shall not be paid the standing pay provided for in clauses 6.04, 6.05 and 6.06.

6.08 The Companies shall not unreasonably require work to be done in inclement

weather.

6.09 If a gang despatched by the Union is not complete when reporting for work, then the Company need not start them to work and pay shall start only when such gang has been brought to full complement or when the gang proceeds to work, whichever first occurs. However, Union men forming part of non-union gangs shall be paid if they report for work pursuant to a call.

Article VII-General

7.01 The Companies agree that any new stevedoring operation undertaken by them or any subsidiary of them in the Port of Toronto involving the handling of cargo or freight shall be governed by the provisions of this agreement, however the special rates to be paid for off-season operations shall be negotiated with the Union.

7.02 Hatch beams must be taken off or bolted or properly secured when men are

working in the hold.

7.03 When a hatch tender cannot be seen, an extra man shall be employed at the discretion of the Company to give signals.

7.04 All orders to the men must be issued through their foreman, who in turn shall be subject to orders from the Company's superintendent or his representative.

7.05 When working in deep tanks an additional man may be employed to give signals in order to steady the sling load if deemed necessary by the Company.

7.06 Where it appears necessary to the Company two men shall assist crane oper-

ators in the handling of cargo.

7.07 Pay day shall be as follows: between 11.30 a.m. and 1.00 p.m. each Friday, if a holiday falls on a Friday, pay day shall be the preceding day at the above stated times. The parties agree to discuss a satisfactory method of distributing pay.

7.08 It is recognized that the work of opening and closing hatches is to be performed by employees under the provisions of this agreement. In the event that hatches other than mechanical type hatches are opened by persons other than employees covered by this agreement, then the gang affected shall commence work and shall be paid a sum equivalent to fifteen minutes at the prevailing rate.

7.09 It is agreed that the men shall have one night free each month to attend their regular monthly union meeting. At least three days advance notice in writing must be given by the Union to the Companies of the date of such meeting. Arrangements for special meetings to be agreed

upon between the parties.

Article VIII-Grievances

8.01 The Companies acknowledge the right of the Union to appoint or otherwise select a business agent and the Companies agree to recognize him for the following purposes only:

(a) In the despatching of employees pursuant to calls made by the Com-

panies.

(b) For the processing of grievances which have reached Stage No. 3 of the grievance procedure.

8.02 It is understood that the business agent may be involved in the general administration of the agreement insofar as the Union is concerned but the Companies are under no obligation to recognize him or deal with him save as aforesaid. It is agreed that in the performance of the function set out above or otherwise the Business Agent shall not interfere with the normal progress of the work of the employees.

8.03 The Companies acknowledge the right of the Union to appoint or otherwise select from among the members of the bargaining unit a Grievance Committee to consist of not more than seven persons. Upon being advised in writing of the names of members of the Grievance Committee and the Chairman thereof, the Companies agree to recognize and deal with the Committee on all grievances properly arising out of this agreement.

8.04 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than three full working days before the filing of the grievance.

8.05 Grievances properly arising under this agreement shall be adjusted and settled as follows:

Stage No. 1-The aggrieved employee, accompanied by his Grievance Committee member shall present the grievance orally to the foreman concerned in the presence of the walking boss. The Company may continue the practice or working method giving rise to the grievance while the grievance is being processed. The grievor and his committeeman may leave their work to process a grievance provided they first obtain the permission of their respective foreman, and permission may be withheld until other arrangements have been made if their absence would seriously hamper operations of a gang or gangs. If a satisfactory settlement is not reached then within three working days, the grievance may be presented as follows.

Stage No. 2—The aggrieved employee, accompanied by the Chairman of the Grievance Committee and by not more than one

member thereof may present his grievance which shall be in writing on the prescribed form and signed by the aggrieved employee, to the manager of operations of the Company involved who shall consider same and render a decision in writing on or attached to the form. Should no settlement satisfactory to the employee be reached within two working days, the next stage may be taken at any time within two working days thereafter.

Stage No. 3—The aggrieved employee accompanied by the Chairman of the Grievance Committee and not more than one member thereof together with the Union business agent, if his presence is requested by either party, shall meet with representatives of the Company involved, in an endeavour to settle the grievance. (representatives of other Companies may be presented at this stage) The Company's reply at this stage shall be in writing.

Stage No. 4—If a satisfactory settlement is not reached within three working days then at any time within ten days of the meeting at Stage 3 and if the grievance concerns the interpretation, administration, application or alleged violation of the agreement, the grievance may, at the request of either of the parties be referred to a Board of Arbitration composed of one person appointed by the Company, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board. If the two appointees are unable to agree on a Chairman, the Minister of the Dominion of Canada will be requested to appoint a person to act as Chairman.

8.06 The majority decision of a Board of Arbitration chosen or appointed in the above manner or failing a majority decision then the decision of the Chairman shall be binding on both parties.

8.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this agreement.

8.08 Each of the parties will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman.

8.09 Nothing in this agreement shall be interpreted as allowing any member of the Grievance Committee or any Union official to give orders to the men in connection with their work. No rules, regulations or resolutions shall be passed by either the Companies or the Union which are inconsistent with the provisions of this agreement.

8.10 Charges against an employee resulting in dismissal may be settled by confirming the Company's action, or by restoring the employee to his former position with full compensation for all time lost or by other arrangement which is just and equitable.

8.11 The Union agrees that it will not uphold incompetence, shirking of work, pilfering or broaching of cargo, drinking of alcoholic beverages on the job or reporting for work under the influence of alcohol. An employee may be discharged or otherwise dealt with as the Companies see fit for committing any of the above offences or for any other just cause but a claim by an employee that he has been discharged or disciplined without reasonable cause may be the subject of a grievance.

8.12 The Companies' rules with regard to smoking on ships or in sheds shall be observed at all times.

8.13 In view of the orderly arrangements provided by this agreement for the settling of disputes, the Union agrees that during the lifetime of this agreement there shall be no strike, slowdown or stoppage of work either complete or partial, and the Companies agree that there will be no lockout.

Article IX-Termination

9.01 This agreement shall come into force as of the date hereof and shall remain in force to and including the day of and shall continue in force from year to year thereafter, unless within the period of sixty days prior to December 1st, 1962 or prior to December 1st in any year thereafter, either party shall furnish the other with notice of termination of or proposed revision of this agreement. In the event such notice is given, this agreement shall continue in full force and effect during the period in which negotiations are in progress.

In Witness Whereof each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the date and year first above written.

SCHEDULE "A"

Wage Scale Effective on signing of agreement

- 1. The basic hourly rate of \$2.10 shall be paid for all hours worked during the following times
 - (a) Monday to Friday inclusive 8.00 a.m. to 12.00 noon and 1.00 p.m. to 5 p.m.
 - (b) Saturday 8.00 a.m. to 12.00 noon.

- 2. Time and one-half the basic hourly rate (i.e. \$3.15) shall be paid for all hours worked during the following times
 - (a) Saturday 1.00 p.m. to 5.00 p.m.
 - (b) Monday to Saturday inclusive 6.00 p.m. to 11.00 p.m.
 - (c) Monday to Saturday inclusive 12.00 midnight to 5.00 a.m.
- 3. Double the basic hourly rate (i.e. \$4.20) shall be paid for all hours worked on Sunday (i.e. 12.01 a.m. Sunday to 12.01 a.m. Monday).

Wage Scale Effective April 1st, 1962

- 1. The basic hourly rate of \$2.16 shall be paid for all hours worked during the following times
 - (a) Monday to Friday inclusive 8.00 a.m. to 12.00 noon and 1.00 p.m. to 5.00
 - (b) Saturday 8.00 a.m. to 12.00 noon.

2. Time and one-half the basic hourly rate (i.e. \$3.24) shall be paid for all hours worked during the following times

(a) Saturday 1.00 p.m. to 5.00 p.m.

- (b) Monday to Saturday inclusive 6.00 p.m. to 11.00 p.m.
- (c) Monday to Saturday inclusive 12.00 midnight to 5.00 a.m.
- 3. Double the basic hourly rate (i.e. \$4.32) shall be paid for all hours worked on Sunday (i.e. 12.01 a.m. Sunday to 12.01 a.m. Monday).

All of which is respectfully submitted.

(Sgd.) R. G. GEDDES, Chairman.

(Sgd.) W. J. WHITTAKER, Member.

(Sgd.) DRUMMOND WREN. Member.

Toronto, Ont., June, 1961.

Report of Board in Dispute between

The Western Union Telegraph Company, Cable Division,

American Communications Association

Honourable Sir:

Your Board of Conciliation set up to deal with the dispute between the above mentioned parties under date of February 17th, 1961, met the parties in Montreal on May 8th and 9th, and at these hearings the full submissions of both parties were heard with respect to the issues in dispute.

At these hearings the American Communications Association was represented by:

V. Rabinowitz -Counsel M. Standard ---Counsel

W. Bender -International Secretary-Treasurer

During June, The Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between The Western Union Telegraph Company, Cable Division, and American Communications Association.

The Board was under the chairmanship of His Honour Judge J. C. Anderson, Belleville, Ont. He was appointed by the Minister on the joint recommendation of the other two members John J. Urie, Ottawa, and Jean Paré, Montreal, nominees of the company and union, respectively.

of the company and union, respectively.
The Majority Report, which under provisions of the Industrial Relations and Disputes Investigation Act, constitutes the Disputes investigation Act, constitutes the Report of the Board, was submitted by the Chairman and Mr. Urie. The Minority Report was submitted by Mr. Paré.

The Majority and Minority Reports are

reproduced here.

F. Lenahan	-Secretary-Treasurer,
	Local 11
L. Ellis	-President, Local 11
J. Macintyre	-Secretary-Treasurer,
	Montreal Local 11
C Huntley	President

Western Union Telegraph Company was represented by:

John H. Waters -General Attorney

Robert A. Levett -Asst. General Attorney, 60 Hudson Street, New York City

Alastair Macdonald—Counsel, 56 Sparks St., Ottawa

Russell H. Cobb -Asst. Vice President J. A. Corty -Employee Relations

Manager F. Messner -Administration Manager, Cable Department

-General Operations M. Rompo Supervisor, Cable Department

E. Bentley -General Manager, Montreal.

The American Communications Association represents the employees of the Western Telegraph Company, Cable Division, in Quebec, Newfoundland and Nova Scotia. There are about 88 employees altogether, with the largest single group of about thirtyeight located at Montreal.

The parties have had a collective bargaining relationship for a number of years. The collective bargaining agreement ran from January 1st, 1959 to December 31st, 1960. The parties agree that any settlement on wage increases should include retroactive application to January 1st, 1961.

The issues between the parties are as follows:

1. Wages. The Union rejected the Company's final offer for an increase of 8 cents per hour for the first year and 5 cents per hour for the second year, plus a differential in the first year for automatic operators which would be applicable to the maximum and which would be the equivalent of 1 cent per hour for the entire

bargaining unit.

The Union originally proposed that the Company accord the employees in Montreal, Newfoundland and Nova Scotia, the same wage scale as the Company pays to the cable employees in the United States. During the course of negotiations, the Union reduced its wage demand to equality of treatment for the Canadian employees with the wage increases granted to the United States employees in the spring of 1960, and for this purpose sought wage increases of \$4 per week (103 cents an hour) across-the-board plus an additional \$2 per week (5.33 cents an hour) at the minimum of all ranges, plus an additional \$1.50 per week (4 cents an hour) at the maximum for technicians, for the first year; and for the second year \$4 per week (10.67 cents an hour) across-the-board, plus \$1 per week (2.67 cents an hour) at the maximum plus an additional \$1.50 per week (4 cents an hour) at the maximum for Technicians.

2. Other Issues. The parties tentatively agreed on other issues except for the following:

Premium pay of time and one half from midnight Sunday to 8 a.m. Monday.

It will be seen from the above statement that the only issue in dispute is that with respect to wage rates, and one other issue, that is, premium pay of time and a half from mid-night Sunday to 8 a.m. Monday. The Union's main submission was that the employees in Canada of the Western Union Telegraph Company, Cable Division, should be paid wages equal to those paid the United States employees in the same division of the Company, but for the purpose of the present Contract the Union's request was for the same settlement as that given to the similar United States employees in the Contract which runs from April 1960 to April 1962.

The Union's case is that the employees of the Company in Canada perform similar functions, have the same skills and productivity and are essential to the continuous operation of the Company's facilities, as are the employees in the United States. The Union submits that the Canadian employees are employed by the Western Union Telegraph Company, a United States corporation which operates stations in Canada, and that the Cable Division in Canada is not an independent unit but is an integral part

of the Company's Cable Division. The Union further contends that the terms of settlement of the collective agreement for Canadian employees have always been as good as or better than the cable employees in New York and that the dispute has arisen mainly from the insistence of the Company to apply to its Canadian employees increases that are substantially less than it has agreed to pay to its New York employees.

There was some discussion before the Board about the possibility of a fifteen month contract.

The Company in making its submissions submitted that the wage rates paid its employees in Canada are generally higher than those paid by its Canadian competitors and that the present wage rates include increases granted since January 1st, 1958 which exceed the intervening rise in the Canadian cost of living and that its present wages constitute fair compensation. The Company further submitted that the Canadian communications industry is making broad legislative and technological changes. The Canadian government is actively fostering a modern ocean-cable system, including the construction of a Canadian cable ship and that the Company's operations will be substantially restricted by the new Canadian licensing law. The Company submits that the Canadian government has ruled that after November 1st, 1962 no cable messages arriving at the cable points in Newfoundland and Nova Scotia can be first routed to New York and then returned to the Canadian points but that messages must upon arrival on Canadian soil be transmitted directly over Canadian lines and not via New York, and that because of this the Company must spend a lot of money and devote time and effort to research to install and test equipment at the cable landings so that the messages arriving from all over the world and intending to be destined to points in Canada can be segregated from the other messages and then sent over a Canadian line.

The eighty-seven employees of the Company which are under the terms of reference of this Board of Conciliation are located as follows:

Montreal—Total employed in ten classifications—38; St. Pierre, Miquelon—Total employed in two classifications—8; North Sydney, N.S.—Total employed in two classifications—10; Heart's Content, Nfld.—Total employed in five classifications—15; Bay Roberts, Nfld.—Total employed in six classifications—17.

Montreal office has no employees in the classifications utilized at the four cable landing points except that of handyman.

The Company submitted some statistics comparing rates of employees in the Western Union Canadian Cable Division as compared with similar classifications for Canadian National and Canadian Pacific, and the Western Union cable rates for these classifications are generally higher. The Company asserts that one of the reasons it can no longer give its Canadian employees the same rate of increase as the New York employees is that while earlier no Canadian licensing or governmental regulations were in effect affecting the Company's methods of operation, routing of traffic or utilization of equipment and facilities, that this meant that the Canadian traffic was being handled over two basic routes, one of which utilized New York. This enabled the Company to provide efficient and economical service to deal with traffic peaks and valleys as well as afterhour traffic. In other words, the Company asserts that the system was then completely flexible and interchangeable and it was able to operate it to meet the requirements of the service. The Company further states that by reason of an amendment to the Canadian Telegraph Act proclaimed in 1960, the licensing of operations after July 1st, 1960 was placed in the hands of the Minister of Transport, and as a result of the government policy the Canadian operating licence was restricted in two respects. The Canadian operations may provide only public message service, and secondly, Canadian traffic utilizing the Canadian cable landings may not be routed via New York except under certain emergencies. The Canadian government did, however, because of the fact that it recognized that research and development were required to design, install and utilize equipment to provide the all-Canadian routing of international traffic give the Company a period of grace expiring on November 1st, 1962 for the purpose of allowing it to change its operations to suit the new Canadian requirements.

It would appear to the Board that while thus far the Company's Canadian operations have not been restricted to any great extent so as to adversely affect revenue, yet the trend is likely to be one of greater restriction and the restricted licensing already decided upon will doubtless make it more difficult for the Company to increase or even retain its present Canadian revenues, and what is perhaps more important, it will not be able to expand its services in providing new types of service for customers to the extent that it would like.

While the Union has advanced many arguments in favour of parity of wages the Board is of the opinion that by reason of the expected restricted licensing of the

Company, and by reason of the fact that while the employees are working for the same Company they are working in Canada, subject to Canadian laws and in competition with other Canadian workmen, that on the whole the Union have not made out a case for parity. It would appear that as of December, 1960 the monthly wage rates of employees of the Canadian telecommunication system are in some categories paid substantially higher than employees of Western Union Cables. For instance, Western Union Cables have three technicians who at December 31st, 1960 worked 163.02 hours in a month and received salary of \$488.00, while similarly classified employees working the same number of hours a month but employed by Canadian Overseas Telecommunication received \$495.00 a month, and the Western Union Cable has thirty-four employees in the classification of electrician who receive \$473.00 a month while employees similarly classified working in the Canadian Overseas Telecommunication System receive \$495.00 a month, and similarly, Western Union Cable have a classification called automatic operator in which it has seventeen employees who receive \$413.00 a month while employees working in Canadian Overseas Telecommunication System and similarly classified as automatic operators receive \$450.00 a month. It will be noted that these classifications make up fifty-four of the eighty-seven Western Union Cable employees in Canada. It is true that in other classifications such as cable operator, technician, telephone operator and service clerk and office clerk, the Western Union Cable monthly rates are somewhat higher than those of Canadian Overseas Telecommunication System, but it is apparent from the examination of the Company's Exhibit "E" that as of December 31st, 1960 the majority of the Western Union employees in Canada were receiving less than employees of Canadian Overseas Telecommunication System in the same category.

The Company, although admitting that for the purpose of negotiation at the end of 1960 and early in 1961 it offered to increase wages by 8 cents per hour for the first year and 5 cents per hour for the second year, plus a differential in the first year for automatic operators which would be applicable to the maximum and which would be equivalent to one cent per hour for the entire bargaining unit, withdrew this offer and did not renew it before the Board.

Your board of conciliation, however, taking all matters into consideration, and particularly having regard to the pay

received by certain employees of the Canadian Overseas Telecommunication System, recommends that the issue of wages be settled on the following basis:

- 1. Effective January 1, 1961, the following wage adjustments will be made.
 - (a) There will be an increase acrossthe-board of 8 cents an hour to all employees.
 - (b) The equivalent of 1 cent an hour across-the-board will be paid and added to the pay of operators at the maximum.
- 2. Effective January 1, 1962 there will be a further increase across-the-board of 7 cents, and effective January 1, 1962 the equivalent of 2.00 cents per hour across-the-board will be distributed to all other employees at the maximum.
- The Board does not see fit to recommend that premium pay of time and a half be paid from mid-night Sunday to 8 a.m. Monday.
- 4. The fringe benefits previously agreed upon between the parties, but which, when the matter went to the conciliation board were withdrawn, shall be incorporated in the new Contract effective January 1st, 1961, namely:

(a) Saturday premium rate—estimated annual cost \$5,600 (equivalent to 2.65c. per hour).

- (b) \$1,000 increase in group life insurance benefits—annual cost \$900 (42c. per hour).
- (c) Hospital-medical-surgical insurance plan paid for by the Company estimated annual cost \$1,600 (.76c. per hour).
- (d) Major medical insurance planpaid for by the Company—estimated annual cost \$800 (.38c. per hour).

For a fifteen month Contract, if the parties desire that, the Board recommends as follows:

Effective January 1, 1961, the following wage adjustments will be made:

- (a) There will be an across-the-board increase of 9 cents per hour to all employees.
- (b) The equivalent of 1 cent an hour will be paid and added to the pay of operators at the maximum.
- (c) The equivalent of 1.92 cents per hour across-the-board will be distributed to all other employees at the maximum.
- (d) The fringe benefits as set out above will be incorporated in the Contract January 1, 1961.

All of which is respectfully submitted.

(Sgd.) J. C. ANDERSON, Chairman.

(Sgd.) JOHN J. URIE, Member.

Dated at Belleville, Ontario, this 10th day of June, 1961.

MINORITY REPORT

Honourable Sir:

I find that I must dissent from the majority report suggested by Hon. Judge J. C. Anderson, and the Company nominee Mr. John J. Urie, in the matter of the dispute between the Western Union Telegraph Company and the American Communications Association, Local 11.

I am of the opinion, that both the Union representatives and the Company representatives, who appeared before the conciliation board, both acknowledged the fact that for a period of many years, the results of the negotiations between the Company and its United States employees, were, subsequently implemented by the Company for all employees of the Company in Canada.

In fact, evidences presented to the Conciliation Board made it clear that in some instances the company granted higher increases to the Canadian workers, to help fill the gap that existed and still exist, between the wages paid to the American workers as compare to the Canadian workers.

The Company also admitted that following on the negotiations of a new contract for Its American employees a new set of negotiations was started to implement the settlement for the Canadian workers.

The fact that both the Chairman of the Conciliation Board and the Company nominee, both recommended that a 15 months contract be desirable, and in so doing did recognize the validity of a 15 months contract.

The fact is that by agreeing to a 15 month contract, it means that in the future, negotiations for both the American and the Canadian workers would be on a joint basis, and thereby save a lot of time, energy and important sums of money to both parties.

Therefore I believe that the Union did make a strong case in favour of parity for the Canadian workers, and the company did not deny the fact that in past years, the equivalent settlement and in some case a higher settlement was granted to the Canadian workers.

I therefore recommend, that the new agreement between the parties be for a period of 15 months from January 1, 1961.

(Continued on page 843)

LABOUR LAW

Legal Decisions Affecting Labour

Manitoba court rules that unions are legal entities and therefore liable for damages. B.C. court finds picketing in the absence of a strike illegal

In Manitoba, the Court of Queen's Bench ruled that the unions are legal entities liable for damages under the Manitoba Labour Relations Act and under the common law.

In British Columbia, the Supreme Court ruled that the Trade-unions Act did not affect the right of information picketing, but picketing with the intention to persuade in the absence of a strike is prohibited.

Manitoba Court of Queen's Bench...

...rules that the Labour Relations Act makes a union a legal entity that is liable for damages

On May 1, 1961, Mr. Justice Monnin of the Manitoba Queen's Bench ruled that the Manitoba Labour Relations Act. by granting to the unions certain rights, powers and responsibilities, attributed to them legal personality and made them liable in damages both for breach of a provision of the Labour Relations Act and under the common law. Also, the Court ruled that an attempt on the part of the union members to improve their position is perfectly lawful providing that the methods used are lawful. but untrue statements calculated to inflict injury on an employer in his trade relationships are actionable, particularly when causing injury to a third party not involved in the labour dispute. Further, the judge held that "secondary boycott", i.e. the indirect application of economic pressure to an employer through the medium of his customers, is closely akin to a conspiracy to injure the employer in his trade, and part of such a conspiracy.

The Codville Company Limited, in the City of St. James, is the wholesale distributor of Independent Grocers Alliance Distributing Co. (I.G.A.) products for all I.G.A. stores in Manitoba. Also, the company sells to retail stores other than those in I.G.A. chain and 45 per cent of the merchandise handled and shipped by its employees—members of a union—is sold to stores not belonging to the I.G.A. chain.

Dusessoy's Supermarkets St. James Ltd., the plaintiff in the case under review, is one of the I.G.A. stores in St. James.

Codville has no direct control or interest in the Dusessoy company; the relationship between the two companies is that of franchise holder and sub-lessee. Dusessov's company purchases 30 per cent of its merchandise directly from Codville's warehouse. About 35 per cent is ordered either directly from the suppliers or through Codville order board and delivered to the Dusessov company by the suppliers themselves and billed either directly to Dusessoy or through the Codville supply depot; approximately 35 per cent of Dusessoy's merchandise is ordered from other suppliers. The Codville company provides for all stores in the I.G.A. chain store engineering services, store supervision, a complete advertising program and management counsel; but all of this is in a purely supervisory capacity and does not change the nature of Dusessoy's company as a separate entity.

Local No. 832 of the Retail Clerks Union has never been the bargaining agent of the Dusessoy employees and there was no trade dispute between the union and the Dusessoy company.

On December 20, 1960, 15 of the 23 employees of the Codville company, all members of Local 832, declared a strike and started to picket Codville's premises.

About the same time, the union's business agent approached Dusessoy, asking him to contact Codville and to impress upon him the necessity of settling the strike and to apply pressure upon the Codville company. Apparently Dusessoy refused to intervene and explained that there was no direct connection between Dusessoy's company and Codville. Thereupon the union's agent informed Dusessoy that pickets would be placed in front of his business and they would put him out of business and ruin him.

On December 23, pickets appeared simultaneously in front of Dusessov's store and

This section, prepared by the Legislation Branch, reviews labour laws as they are enacted by Parliament and the provincial legislatures, regulations under these laws, and selected court decisions affecting labour.

in the vicinity of other I.G.A. retail outlets in the metropolitan area of Winnipeg.

The picketing was orderly and peaceful but was blocking access to the Dusessoy store. The pickets were carrying placards with messages which were misleading; some information contained in the leaflets distributed by the union were untrue.

Interlocutory injunction against picketing was granted on February 9, 1961. This was followed by an action brought by the Dusessoy company against Local 832, its business agent, the international representative of the union in the district, and eight of its members who actually picketed Dusessoy's premises, for damages and a permanent injunction against picketing.

The company claimed, inter alia, that the union and other defendants conspired together to injure the company in its business, beset and watched its premises, interfered with its customers; that the stickers, placards and leaflets carried or distributed by the union were false and misleading; that the activities of the pickets constituted a nuisance; that they conspired unlawfully to induce it to commit a breach of its contract with the Codville company.

The union pleaded that it was not an entity in law against which the action could be brought, and all the defendants alleged that the Codville company is known and advertises itself as the supply depot for I.G.A. stores, which stores, by joint advertising, by their uniform appearance and service and by stocking similar brands of merchandise, represent to the public an integrated enterprise—"an integrated whole".

Mr. Justice Monnin, after having reviewed the evidence, found that Codville had no control over any of the stores nad in this respect the leaflets contained untruthful statements which could only deceive the public with the purpose to apply economic pressure to Codville through Dusessoy's retail outlet. Codville company takes advantage of its distributorship of I.G.A. supplies in some of its advertising, but that does not make it and the various retail outlets an integrated whole. Although the picketing was orderly and peaceful, the continued blocking of entrances with the consequent stopping of vehicles in the driveway's leading to the store and on the highway amounted to a nuisance.

In Mr. Justice Monnin's opinion, an attempt on the part of the union members to improve their lot is perfectly lawful and justifiable providing the methods used are also lawful, but untrue statements, calculated to inflict injury on an employer in his trade relationships, are actionable.

This is even more so when it also causes serious injury to a third party not at all involved in a labour dispute.

Dealing with the issue whether there was a conspiracy on the part of the defendants to injure Dusessoy in his trade, Mr. Justice Monnin had no doubt that their alleged motives of promoting their lawful interests were simply a cloak behind which to hide their avowed intention of bringing the Codville company to its knees through injury to Dusessoy's trade. The purpose of picketing was not merely to obtain and communicate information, but the real purpose was to hurt Codville through loss of business, which they hoped to cause to the Dusessoy company. This in effect was the indirect application of economic pressure applied to the employer through the medium of his customers which, in common language, is a "secondary boycott".

The purpose of picketing, Mr. Justice Monnin continued, was to injure Dusessoy's company and, through it, to punish Codville for not settling the strike in a manner satisfactory to the union. The fact that in the dispute there was no direct relationship between Dusessoy's company or its employees and the union; the threats made by the union's business agent to Dusessoy; the deceiving stickers and placards; the untruthful statements contained in the leaflets; the picketing amounting to a nuisance; all these factors taken together pointed to a case of wrongful purpose, namely, a conspiracy to injure the Dusessoy company in its trade.

Dealing particularly with the question of secondary boycott, Mr. Justice Monnin quoted the definition of "secondary boycott" from Websters New International Dictionary:

The boycott of (A) by an organized group (B) to compel a third party (C) to do, or abstain from doing, a thing for which (A) has no direct responsibility.

Further, "secondary boycott' may be described as the organized abstention of business relationship with an employer through a third party in order to compel the employer to modify or change his attitude by partial or total paralysis of his business. In the case under review, it was an attempt to apply economic and social pressures to Codville through the Dusessoy company.

By law, Dusessoy's company enjoys freedom of trade, an undeniable right just as strong as freedom of speech. That right of trade can only be curtailed in very peculiar circumstances for the good of the community as a whole and not only in the interests of a specific and clearly limited group. The Dusessoy company has a proprietary right to trade and to do business with persons or corporations of its choice—more so when it has no dispute with anyone—and this right belongs to it unless the legislature, by clear and unequivocal language, has interfered with it. That was not the case in the situation under review.

The application of secondary boycott was discussed in three Canadian decisions: Producers' Sand and Gravel Co. Ltd. v. Vancouver Island Drivers' Division, an unreported decision of Mr. Justice Mac-Farlane, dated April 18, 1950, to be found in "The Labour Injunction in British Columbia" by Professor A. W. R. Carruthers, at Appendix E, p. 242; Verdun Printing and Publishing Inc., v. Union Internationale des Clicheurs et Electrotypeurs de Montreal (1957) (L.G. August, 1957, p. 985); and Sauve Freres Ltee. v. Amalgamated Clothing Workers of America (1959) (L.G. September, 1959, p. 944). These decisions. in Mr. Justice Monnin's opinion, although far from specifically stating that the injunctions were granted because of the conspiracy to injure plaintiff or petitioner in their respective business, are closely akin to that principle. Further, he added that in the present state of the law, and in the absence of specific legislation on the subject, he was amply justified in disposing of the secondary boycott aspect of the case at bar by finding that it was part of the conspiracy to injure the Dusessoy company in its trade.

Finally, Mr. Justice Monnin dealt with the question whether the union is a suable entity in the province of Manitoba. He recalled that the status of the union in Manitoba was dealt with in some recent

In re Manitoba Labour Relations Act; in re International Union of Operating Engineers, Local Union No. 827, and Manitoba Labour Board (1952) (L.G. July, 1952, p. 941), Mr. Justice Campbell found that a union was a quasi persona juridica.

In Peerless Laundry and Cleaners Ltd. v. Laundry and Dry Cleaning Workers Union (1952), (L.G. Nov. 1952, p. 1488) Mr. Justice Freedman held that under the Manitoba Labour Relations Act a trade union was a statutory entity posessing legal existence apart from its members and a suable entity for the implementation of that Act and for causes of action founded directly upon breaches of its provisions.

In Re Walterson and Laundry and Dry Cleaning Workers Union and New Method Launderers Ltd. (1955) (L.G. May, 1955, p. 565), the Court of Appeal came to the conclusion that a trade union is not a legal entity and may not sue or be sued in civil proceedings and may not prosecute or be prosecuted in criminal proceedings.

In Tunney v. Orchard (1957) (L.G. October, 1957, p. 1214), although there was plenty of discussion about the entity of a trade union, the matter was not in issue since a representation order had been granted by the Court of Appeal.

In Nabess and Lynn Lake Base Metal Workers Federal Union No. 292 v. Sherritt Gordon Mines Ltd. (1959), 67 Man. R. 22. Mr. Justice Monnin himself, although inclined to favour the expressions of opinion of Justices Campbell and Freedman, felt bound by the clear and precise words of Chief Justice Adamson in the Walterson case and reluctantly came to the conclusion that the union had no legal status.

In Re Warner and Manitoba Labour Board (1960) (L.G. October, 1960, p. 1953), Chief Justice of Queen's Bench Court held that a trade union is not a society and has not been given a status by the Labour Relations Act.

The question is again open for decision in view of the positive language of Mr. Justice Locke of the Supreme Court of Canada in *Therien v. International Brotherhood of Teamsters* (1960), (L.G. March, 1960, p. 276).

After discussing Taff Vale Ry. v. Amalgamated Soc. of Railway Servants (1901), the Trade Union Acts of 1871 and 1876, the Trade Disputes Act of 1906, the Trade Union Act of British Columbia, 1902, and the Labour Relations Act, 1954 of British Columbia, and relying on those last two British Columbia statutes, Mr. Justice Locke came to the conclusion that the union in question was a legal entity which could be made liable in name for damages either for breach of a provision of the Labour Relations Act or under the common law. All the other members of the Supreme Court of Canada agreed with him on this point.

Referring to the situation in Manitoba, Mr. Justice Monnin noted that there was a Labour Relations Act which had been in force since 1948, but there was no Trade Union Act similar to the British Columbia Statute R.S.B.C. 1948, ch. 542 (now R.S.B.C. 1960, ch. 384).

The Manitoba Labour Relations Act, Mr. Justice Monnin added, is similar in effect to the British Columbia Act. Under the Act a trade union means any organization of employees formed for purposes, including the regulation of relations between employees and employers; rights of employers and employees are reserved; employers or

employers' organizations are not to interfere with trade unions and employers cannot discriminate against trade union members nor shall they seek to intimidate members of trade unions; trade unions can apply for certification as bargaining agents as a group and upon certification, as such, have exclusive authority to bargain collectively on behalf of the employees of the unit: collective agreements are binding on the employer, the employee and the union; provisions are inserted for notice to negotiate and the parties must proceed within specific time; provisions are made for strikes and lockouts, conciliation boards and reports; penalties are provided for breach of various sections. Throughout the Act they are referred to as trade unions and treated as legal entities with certain rights and privileges.

Mr. Justice Monnin noted that the unions have not been formally incorporated under the Act or by any Act which relates to incorporation of associations or groups of people. A trade union is not a partnership nor a person as it is understood in the legal sense, but does that mean that the legislature is restricted to three legal entities only-a person, a partnership and a corporation? Cannot the legislature, which is supreme, create a new kind of legal entity different and maybe even foreign to all former types of legal entity? If a trade union can on behalf of members enter into a contract and be found guilty of offences of commission or omission (Section 45), is it not an entity with rights and responsibilities? By Section 46 of the Manitoba Labour Realtions Act, for the purpose of a prosecution, it is declared that a trade union is a person. Is it restricted to that?

Further, Mr. Justice Monnin noted that the sole effect of the Trade-unions Act of British Columbia, which has no counterpart in Manitoba, was to grant to trade unions some immunities, and one of these immunities presupposes that prior to that, trade unions were liable in tort. Mr. Justice Monnin's consideration of the Manitoba Labour Relations Act and its comparison with the British Columbia Labour Relations Act, coupled with his consideration of the ratio decidendi of Mr. Justice Locke in the Therien case, led him to the conclusion that in order to find legal entity in trade unions it is not necessary that both statutes should co-exist. In his opinion, the Manitoba legislature, by granting these rights, powers and responsibilities to these unincorporated associations, intended to, and did, attribute legal personality to trade unions both for breach of a provision of the Labour Relations Act or under the common law.

In conclusion, Mr. Justice Monnin held that Dusessoy was entitled to succeed in his action against the union which was sued in its name; fixed damages against all defendants at \$3,000 and granted a permanent injunction against picketing. Dusessoy's Supermarkets St. James Ltd. v. Retail Clerks Union Local No. 832, et al. (1961), 34 W.W.R., Part 13, p. 577.

British Columbia Supreme Court...

.... rules that if picketing is to persuade it can be enjoined in the absence of a strike

On May 2, 1961, Mr. Justice Lord of the British Columbia Supreme Court held that the British Columbia Trade-unions Act did not abridge the right to picket entirely, but picketing with the intention to "persuade" could be enjoined even in he absence of a strike.

A building contractor engaged in constructing a service station in Vancouver was approached by a person who claimed to represent the carpenters' union and who advised him that all carpenter workers employed on the construction would either have to join the carpenters' union or only the members of that union would have to be employed on the job. The constructor told the man that the men working for him were not desirous of joining the union.

Some days later, the person in question started picketing the construction site carrying the placard: "Non-union men are working on this job". Some suppliers refused to cross this picket line, resulting in delay in the construction of the service station and damage to the constructor.

On a motion to continue injunction, Mr. Justice Lord was of the opinion that the decision in the matter under review rested on the interpretation of Section 3 of the Trade-unions Act, 1959, which reads as follows:

- S. 3 (1) Where there is a strike that is not illegal under the Labour Relations Act or a lockout, a trade-union, members of which are on strike or locked out, and anyone authorized by the trade-union may, at the employer's place of business, operations, or employment, and without acts that are otherwise unlawful, persuade or endeavour to persuade anyone not to
 - (a) enter the employer's place of business, operations, or employment; or
 - (b) deal in or handle the products of the employer; or
 - (c) do business with the employer.
- (2) Except as provided in subsection (1), no trade-union or other person shall persuade or endeavour to persuade anyone not to
 - (a) enter an employer's place of business, operations, or employment; or
 - (b) deal in or handle the products of any person; or
 - (c) do business with any person.

The defendant contended that this section did not abridge the common law right of information picketing.

Mr. Justice Lord noticed that Section 3 (1) sets out the conditions under which trade unions or its members may persuade or endeavour to persuade anyone not to enter the employer's operations or do business with the employer. One of the conditions that makes such persuading lawful is "where there is a strike" or a lockout. In the case under review, there was no strike or lockout. Nor was there any "tradeunion, members of which are on strike or locked out", nor anyone "authorized by the trade-union" to persuade.

Further, Mr. Justice Lord agreed with the defendant that the legislature, in enacting the Trade-unions Act, did not intend to abridge the right to picket entirely. The deliberate use of the words "persuade or endeavour to persuade" and the deliberate omission of the words "communicating facts" would indicate that the legislature had no such intention and did not touch information picketing.

In Mr. Justice Lord's opinion, the language of Section 3 is clear and concise and does prohibit picketing of all kinds by a trade union or other person unless coming within the exceptions set out in Section 3 (1), and if the picketing is of the nature to persuade or endeavour to persuade anyone from doing the matters enumerated.

Mr. Justice Lord held that the defendant, walking up and down beside the construction site carrying a placard, did it with the purpose of persuading trades and callings from entering the construction premises. The information contained on the placard must have been placed there to induce others not to do business with the person building the service station. That type of picketing, carried on by those who are not authorized to do so under Section 3 (1), the legislature had prohibited. Those who did not cross the picket line were induced and persuaded to do so by the information contained on the placard.

The Court granted injunction to continue until trial. Koss v. Konn et al. (1961), 28 D.L.R. (2d), Part 4, p. 319.

Recent Regulations under Provincial Legislation

Closer supervision of compressed air operations mandatory in British Columbia, stricter control provided for trade schools in Saskatchewan, and new rules in Ontario on the transportation of dangerous commodities

The new compressed air regulations issued by the British Columbia Workmen's Compensation Board make it mandatory for employers to ensure closer supervision of compressed air operations than formerly and require compressed air workers to have a Compressed Air Health Register.

In Saskatchewan, the regulations governing trade schools were revised, increasing registration fees and providing for stricter control by the Department of Education.

In Ontario, new regulations under the Highway Traffic Act lay down rules regarding the transportation of certain dangerous commodities.

British Columbia Workmen's Compensation Act

New Compressed Air Regulations, 1961, modelled largely on the United Kingdom's work in Compressed Air Special Regulations, 1958, have been issued in British Columbia under the Workmen's Compensation Act. Gazetted May 4 as B.C. Reg. 64/61, they became effective April 1, 1961, superseding B.C. Reg. 414/59.

The regulations apply to any industry within the scope of Part I of the Workmen's Compensation Act in which workmen are employed in compressed air other than diving work.

Their provisions, more specific than previously, and containing major changes, relate to project supervision, air supply, man-locks, lock attendants, working chambers, working conditions, medical supervision, medical locks, and compression and decompression of workmen. The Workmen's Compensation Board is empowered to grant exemption from any requirement when it is satisfied that on a particular project its observance is not necessary.

There is now more emphasis than formerly on adequate supervision and control of compressed air operations in order to ensure the safety of workmen. The employer is under specific obligation to ensure that a competent person is in charge of compressed air operations, that he is in attendance at the job site, and that all the workmen understand that he is in charge.

Similarly, the plant for the production and supply of air to any working chamber or air lock must be in the immediate charge of a competent person when any workman is in compressed air. The requirements regarding this plant and related equipment are set out in the regulations.

A new provision also requires that a competent lock attendant be in charge whenever any workman is in a man-lock or in a working chamber to which the man-lock affords access. He is responsible for the compression and decompression of workmen, including the maintenance of a register providing specified information concerning each workman. He may, subject to his over-all control of compressed air into the lock, if authorized by his employer, delegate certain functions to a competent person.

Requirements are also set out with respect to the man-lock itself, including adequacy of size, pressure gauges, clocks, means of intercommunication, control of the supply of compressed air, air pipe lines, and other matters.

Most of the provisions in connection with working chambers are unchanged. New requirements, however, specify that when any workman is in a working chamber the door between it and any man-lock for his egress toward a lower pressure, and not in use, must be kept open when practicable. New provisions also require the installation of a wet-bulb thermometer in every working chamber, and forbid a workman to be in a working chamber where the wet-bulb temperature exceeds 80 degrees Fahrenheit, except in special circumstances. As before, a competent person must be in charge of valves and gauges which regulate and indicate pressure in the working chamber; he must not work more than eight hours in any twenty-four, and in caisson work must not operate more than two separate airlines. Other matters, also dealt with formerly, relate to the installation of pressure gauges, thermometers, lighting, means of communication between the working chamber and the surface, and the prohibition of intoxicating liquor.

The new regulations require that a workman without previous experience on work in compressed air must be supervised by an experienced person. Compression of the inexperienced workman must not be carried out unless he is accompanied in the manlock by a person competent to advise him of appropriate conduct during compression. Workers who have been decompressed after working under pressure of over 18 pounds and less than 40 pounds must remain on the premises for at least one hour afterwards, while those who have worked under pressure of 40 pounds or more must remain for at least one and one-half hours.

The employer is now required to supply persons employed in compressed air for the first time with information approved by the Board on precautions to be taken in connection with this work. It is also the duty of every compressed air worker to submit himself for medical examination. Other provisions in connection with working conditions require, as formerly, proper lighting and ventilation of dressing-rooms and drying rooms, with a minimum temperature of 70 degrees Fahrenheit. Adequate bathing facilities and hot coffee must also be provided.

The provisions in respect of medical supervision of compressed air workers have been extended. As before, the employer is required to make arrangements for medical supervision by an appointed physician, and to arrange for the medical examination of workers. The appointed physician must be immediately available in case of emergency, accident, or when necessary to recompress a workman.

Each compressed air worker must now have a Compressed Air Health Register in which the employer is obliged to enter the name, address, and telephone number of the appointed physician. This register is to be kept by the employer on the premises, except when required by the workman or the appointed physician, and is to be given to the workman on termination of his employment.

No workman may be employed in compressed air unless he has been examined by an appointed physician, or another physician in urgent cases when the appointed physician is not available, and certified in his Compressed Air Health Register to be fit for this type of work. The certificate must be dated not more than three days earlier, unless the workman has been employed in compressed air within the previous three months, certified fit for such employment, and has not since the date of the certificate suffered from any injury, disease or illness causing an incapacity to work of more than three days' duration. When the pressure exceeds 18 pounds the workman must have been examined within the previous four weeks and certified fit for employment.

If a workman has had no experience in compressed air work, his medical examination must include a test under pressure in the medical lock before he commences work. He must also be re-examined at the end of the first shift.

The regulations also contain provisions designed to ensure that compressed air workers are not so employed when they are ill. In this respect, any compressed air workman who is suffering from a cold in the head, a sore throat, ear-ache or other ailment likely to make him unfit for this work, or who has been absent for more than 10 consecutive days, must immediately report this fact to his employer or the appointed physician. He may not be employed in compressed air until he is examined and certified fit.

The appointed physician may, for a stated period, certify a worker fit for work under pressure not exceeding a specified maximum, and subject to re-examination at the end of the period. He may also vary or revoke any current certificate concerning the fitness of a person for employment in compressed air.

In cases where work in compressed air is urgently required to be done and the appointed physician is not available to examine a worker, any physician may make the examination, but the employer must notify the Board of the reasons and arrange for his re-examination as soon as the appointed physician is available.

The employer is required to supply each workman employed in compressed air at a pressure exceeding 18 pounds with an identification label, stating that he has been employed in compressed air and giving current information as to the location of the medical lock near his place of employment. The employer is also under obligation to inform all general hospitals in the locality that compressed air work is being done at a certain site, and to give the names, addresses and telephone numbers of the appointed physicians. On completion of the work, the employer must notify the hospitals to this effect.

The regulations set out requirements with respect to medical locks, specifying that they must be provided and maintained where the pressure in a working-chamber normally exceeds 18 pounds per square inch. They must be used solely for the treatment of compressed air workmen, have not less than five feet clear head room at the highest point, have two compartments, be adequately ventilated, heated and lighted, and be kept clean.

In regard to equipment for medical locks, there must be provided a couch at least six feet in length, blankets, food lock, efficient means of verbal and non-verbal communication between the inside and outside of the lock and between the two compartments, and suitable windows.

The medical lock must be ready for immediate use and, when any workman is employed in compressed air, be continually in charge of a person competent to deal with any workman suffering from ill effects of compressed air. No workman may enter a medical lock under pressure for examination, diagnosis, or treatment, except at the direction of an appointed physician.

The provisions in connection with the compression and decompression of workmen have undergone important changes. One of these changes concerns permissible working time under compressed air. In this regard, the duration of shifts and maximum total working time allowed in a 24-hour period are no longer specified. With respect to decompression, requirements are set out concerning the normal procedure, phase decompression (where a workman may be employed at a higher, then a lower pressure during the same working period), and decanting (where a workman is rapidly decompressed in a man-lock to atmospheric pressure, promptly recompressed rapidly in a separate decompression chamber and then decompressed gradually to atmospheric pressure).

The regulations contain three special tables relating to the decompression of workers, one of which pertains to normal decompression, and two others used in conjunction with the first table for phase decompression. A major change with respect to decompression standards is made in the current regulations in that both pressure and the working period are taken into consideration in computing decompression times. Formerly, pressure alone was used as the basis for determining decompression times.

Manitoba Hydro Act

Revised regulations respecting the standards of wiring and other electrical facilities, recently issued under the Manitoba Hydro Act, were gazetted on June 10 as Man. Reg. 30/61, repealing Man. Reg. 9/59 (L.G. 1959, p. 294). They apply to the area in which power is supplied by the Manitoba Hydro-Electric Board, formerly by the Manitoba Power Commission.

The Canadian Electrical Code, Part I, Seventh Edition, as amended by these regulations, is again adopted as standards governing the construction, installation, maintenance, repair, extension, alteration and use of electric wiring and related facilities.

The main change in the regulations is the addition of a new "Schedule B", substituting more comprehensive provisions relating to wiring permits and fees than those provided in the Code.

Ontario Highway Traffic Act

Ontario Regulation 123/61, governing the transportation of certain dangerous commodities, has been issued under the Highway Traffic Act. It was gazetted June 3.

The new regulation requires every commercial motor vehicle and trailer transporting on a highway flammable liquid, flammable solid, corrosive liquid, oxidizing material, compressed gas or poison in excess of 2,500 pounds including the weight of the shipping container, to bear on the rear and sides a sign, "dangerous" or, where applicable, "compressed gas" or "poison".

Likewise, every tank truck and tank trailer transporting on a highway any of these commodities must bear on the rear and sides a sign showing the common name of the commodity or one of the following words applicable to it, namely, "flammable", "acid", "corrosive liquid", "compressed gas" or "poison".

Similarly, every commercial motor vehicle and trailer transporting on a highway radioactive material must bear a sign, "radioactive material", on the rear and sides.

The lettering on the foregoing signs must be not less than three inches in height and on a background of sharply contrasting colour. The sign must be removed or covered when the vehicle is not transporting the commodity for which the sign is appropriate.

This regulation does not apply to the transportation of materials to which the Gasoline Handling Act or the Explosives Act (Canada), or regulations made under these Acts, apply.

Saskatchewan Trade Schools Regulation Act

In Saskatchewan, the general regulations respecting trade schools and the special regulations governing beauty culture and hairdressing trade schools and barbering schools were replaced by new regulations approved by O.C. 928/61 and gazetted June 9. The new regulations made some changes in the provisions respecting security, salesmen and repayment of fees and impose higher registration fees than formerly.

General Regulations

As before, every person wishing to operate a trade school in the province must register with the Deputy Minister of Education, submitting with the prescribed fee, the particulars specified. The statements as to courses, fees and texts, books and other supplies and equipment must now give details. Also, the certificate from the local medical officer of health and fire chief must certify that the trade school has complied with all building, sanitary, fire and other regulations and that all equipment, machinery and tools used meet all requirements.

Upon registration, the operator may not make any changes in fees, courses, sales circulars, advertisements, certificates or in requirements relating to text books or other supplies and equipment without the approval of the Deputy Minister.

The registration fee has been raised to \$50 for one course and \$25 for each additional course, subject to a maximum fee of \$275.

Under the new regulations, the Deputy Minister may require a keeper or operator of a trade school or any person offering correspondence or home study courses to post up to \$10,000 security in the form of a bond or policy of a surety or bonding company licensed under the Saskatchewan Insurance Act, 1960. Previously, it was mandatory for a keeper or operator to post \$1,000 security in the form of cash, bond or other security approved by the Deputy Minister.

The revised regulations state that no person may sell trade school courses unless he is employed by a registered trade school operator and has been licensed under the Act. Every operator must pay a fee of \$10 in respect of each application for a salesman's licence and for each renewal. The Deputy Minister of Education may refuse to grant a salesman's licence or to renew one if he thinks that the applicant is not a suitable person or he may impose such terms, conditions or restrictions as he deems necessary. When a salesman's services are terminated, the operator must notify the Deputy Minister immediately.

No fee in excess of \$25 may be collected from a student more than three months in advance of the commencement of the course of instruction.

The rules regarding the amount of fees that may be retained by a school if a student does not complete his course have also been changed. In such cases trade school operators may keep only the fees paid for lessons completed and marked, or for the weeks and months of instruction

actually taken, depending on how fees are fixed, plus an additional \$25.

Operators or agents of trade schools are again prohibited from guaranteeing a position to any person. No person may publish any advertisement relating to any trade school without first having obtained the approval of the Deputy Minister. Misleading advertising is also prohibited.

In any trade school, the qualifications of teachers, the standards and methods of instruction, admission requirements, length of courses, maximum enrolment, condition of buildings, suitability of premises and equipment, and safety devices used are subject to the approval of the Deputy Minister or other authorized person. The Deputy Minister must be notified whenever there is any change in the teaching staff or any change of premises.

As previously, every trade school operator is required to submit an annual statistical statement to the Deputy Minister.

The Deputy Minister is again authorized to cancel a registration of a trade school if he finds that its equipment and means of instruction are inadequate, that the education and welfare of the students are insufficiently provided for, that the charges are unreasonable or that any regulations are not being observed.

Regulations for Beauty Culture, Hairdressing and Barbering Schools

The regulations for beauty culture and hairdressing and barbering trade schools are substantially the same as formerly.

In these schools the course of instruction must consist of at least 1,000 hours of instruction, demonstration and practice during a period of six months. The regulations further provide that the courses must include 250 hours of instruction in theory or demonstration of technique by instructors in the case of beauty culture and hairdressing schools and 150 hours in the case of barbering schools.

All such schools must employ at least one instructor for each 15 students. Each instructor must be a qualified operator with at least two years practical experience in the trade.

As before, schools are required to keep accurate attendance records and no person may receive a certificate of proficiency without having completed the course of instruction.

Series of Broadcasts on Older Worker Problem Begins Next Month

A series of six weekly radio broadcasts dealing with various aspects of the social and economic problem of the older worker will be carried this autumn by the Labour Department's weekly radio program "Canada at Work". The series will run from the week beginning September 24 to the end of the week beginning October 29 and will be carried by some 80 radio stations from coast to coast.

The opening broadcast will be a talk by Hon. Michael Starr, Minister of Labour, who will introduce the series by describing the problem and its social and economic implications. He will explain how discriminatory attitudes can arise and how harmful they can be, both to the individual and the community at large.

The other five broadcasts will be by competent authorities in their respective fields. The date, speaker and subject of the five are:

Week beginning October 1, Miss Marion V. Royce, Director, Women's Bureau, De-

partment of Labour, Ottawa, "The Older Woman and the Working World."

Week beginning October 8, A. Andras, Director of Legislation, Canadian Labour Congress, "Retirement Practices and Their Implications."

Week beginning October 15, James L. Clare, Actuarial Consultant, former Professor of Actuarial Mathematics, University of Manitoba, "Do You Support Your Pension Plan—or Does Your Pension Plan Work For You?"

Week beginning October 22, D. K. Grant, M.D., Director of Medical Services, Ontario Hydro-Electric Power Commission, "Occupational Medicine and the Older Worker."

Week beginning October 29, speaker and subject to be announced.

A list of the stations carrying these talks may be obtained by writing to the Information Branch, Department of Labour, Ottawa.

Coming issues of the LABOUR GAZETTE will carry summaries of the talks.

UNEMPLOYMENT INSURANCE

Monthly Report on Operation of the Unemployment Insurance Act

Statistics* for May show a decrease in the number of claimants for regular benefits, compared with May 1960. A greater decrease is recorded for initial than for renewal claims. The seasonal benefit period expired in mid-month.

Claimants† for regular benefits totalled 341,000 on May 31, in comparison with 364,300 on May 31, 1960.

On April 28, the claimant count was 713,100, consisting of some 466,400 regular and some 246,800 seasonal benefit claims. Regular claimants thus declined by 125,400 during the month and were 23,300 fewer than at the same date last year; almost 95 per cent of them were males.

Postal claimants accounted for 32 per cent of the total on May 31, virtually unchanged from last year. On April 28, there were 35 per cent postal claimants among the regular claimants.

The volume of initial and renewal claims, at 162,100 during May, was almost 25 per cent below the April total of 209,600. During May 1960 the total was 165,600.

Persons terminating their benefit rights and seeking to re-establish a subsequent benefit period filed between 45,000 and 50,000 initial claims, estimated to be close to 50 per cent of the total. More than 90 per cent of the seasonal benefit claims processed during May belonged in this category and did not represent new separations from employment.

The average weekly estimate of beneficiaries was 563,500 in May, in comparison with 708,200 in April and 560,800 in May 1960.

Benefit payments amounted to \$58.7 million in May as against \$64.5 million in April and \$52.2 million in May 1960.

The interval during which seasonal benefit was operative terminated on May 20 (May 21 in 1960). The claimant count for the end

In a comparison of current employment statistics with those for a previous period, consideration should be given to relevant factors other than numbers such as the opening and closing of seasonal industries, increase in area population, influence of weather conditions, and the general employment situation.

Claimants should not be interpreted either as "total number of beneficiaries" or "total

job applicants."

of May therefore represents claimants for regular benefit only, whereas April figures include seasonal benefit.

The average benefit payment per week compensated was \$23.68 in May, \$23.98 in April, and \$22.17 in May 1960.

Insurance Registrations

Reports received from local offices of the Unemployment Insurance Commission for May showed that insurance books or contribution cards were issued to 3,706,820 employees who had made contributions to the Unemployment Insurance Fund at one time or another since April 1, 1961.

At May 31, registered employers numbered 332,342, a decrease of 52 since April 30, 1961.

Enforcement Statistics

During May 1961 enforcement officers across Canada conducted 8,253 investigations; 4,079 were spot checks of postal and counter claims to verify the fulfilment of statutory conditions and 174 were miscellaneous investigations. The remaining 4,000 were investigations in connection with claimants suspected of making false statements to obtain benefits.

Prosecutions* were begun in 225 cases, 37 against employers and 188 against claimants. Punitive disqualifications as a result of claimants' false statements or misrepresentations numbered 2,459.*

^{*}These do not necessarily relate to the investigations conducted during this period.

^{*}See Tables E-1 to E-4 at back of this issue.

A claimant's unemployment register is placed in the "live" file at the local office as soon as the claim is forwarded for computation. As a result, the count of claimants at any given time inevitably includes some whose claims are in process. During the seasonal benefit period, claims in process are classed as regular until the computation of their contribution credits indicates otherwise.

Unemployment Insurance Fund

May totalled Revenue received in \$26,021,228.93, compared with \$22,590,-150.58 in April and \$25,187,592.93 in May 1960.

Benefits paid in May totalled \$58,704,-100.43, compared with \$64,540,209.48 in April and \$52,213,351.82 in May 1960.

The balance in the Fund on May 31 was \$110,051,922.26; on April 30 it was \$142.-734,793.76 and on May 31, 1960 it was \$299,293,511.04.

Decisions of the Umpire under the Unemployment Insurance Act

Decision CUB-1835, April 28, 1961

Summary of the Main Facts: The claimant, married, 35 years of age, filed an initial application for benefit on August 8, 1960, at the National Employment Office in Oshawa, Ontario. He stated in the application that he had worked as a labourer for the B Company, Oshawa, from November 1959 to May 20, 1960, and that his reason for separation was: "Went on compensation from 23 May 1960 to 4 July 1960. Unemployed since 4 July 1960—back injury." In regard to the latter, the record contains, inter alia, two letters, one dated August 2, 1960, addressed to the claimant by the Workmen's Compensation Board and the other dated August 8, 1960, written to the manager of the Oshawa office of the Commission by Dr. Y...., M.D., of the South Plant Medical Centre of the B..... Company, Oshawa. They read:

You have been awarded \$418.24 compensa-

tion to July 4, 1960 and final.

We have credited \$275.00 of this amount to your employer to cover advances. A cheque for the balance will be mailed to you.

August 8, 1960 This gentleman states that Dr. X—examined him on July 4, 1960 and found him capable of doing light work which was unavailable as of that date. He further states that Dr. Z—of Whitby, Ontario, released him for full duties as of Tuesday, August 2, 1960.

On August 19, 1960, the claimant filed an application to have his claim for unemployment insurance benefit antedated to cover the period from July 3, 1960, to August 7, 1960, for the following reasons:

I was injured 22 May 1960; I was paid sick benefits by the B—— Company until I was awarded compensation and was paid compensaawarded compensation and was paid compensation until 4 July 60 (see copy of letter dated 2 August 60). I was capable of doing light work as of the 4 July 1960 (see the B——Company's Medical Officer's letter d/8 Aug. 60). I feel that I am entitled to U.I. Benefits from 3 July 60 and didn't come into this office as I thought I was still drawing compensation and not entitled to U.I. Benefits.

The insurance officer allowed the claim

The insurance officer allowed the claim effective August 7, 1960, but did not approve the antedate thereof, because, in his opinion, the claimant had not shown good cause for delay in making his claim (sections 46(3) of the Act and 150 of the Regulations).

On September 2, 1960, the claimant appealed to a board of referees on the following grounds:

... I received an injury in the South Plant of the B—— Company on May 21st and was on compensation. I was pronounced fit for a light job on July 4th by an Insurance doctor, and also my own doctor. I reported twice to the B—— Company in order to get a light job and was informed that there were none available. This was on July 4th and 5th. I was told by an official at the Employment Office of the B— Company to go home and that I would be notified when a job became available that they felt that I could handle. I never received

On August 2nd, 1960, I received a letter from the Compensation Board that I was receiving my final payment from them, which paid me up until July 4th, and I received the final cheque on August 3, 1960.

The basis of my request to have the claim antedated is that I was unaware of the fact that my compensation was being cut off as of July 4th until I received the notification from the Compensation Board on August 2nd . . .

The board of referees heard the case in Oshawa on October 5, 1960, and by a unanimous decision, allowed the appeal, on the grounds that the claimant had acted in good faith and was of the understanding that the Workmen's Compensation would continue; for that reason he had proved good cause for not filing a claim earlier. The decision reads in part as follows:

... The claimant and his representative, the President of Local 222, UAW, attended the hearing and after the representative explained in detail how this became a compensation case, the claimant and the representative argued that the antedating of this claim should be allowed and the claimant did not receive notice from the Workmen's Compensation Board to the effect that his compensation had been discontinued as of 2nd July, and that this was a final payment. The claimant reiterated that when he was examined on 4th July (see letter dated 8th August 1960, from the B—— Company), he was found capable of doing light work but such work was not available at the plant. However, he did not file, or make application for employment at the local office of the UIC as he was of the firm opinion that compensation would be continued and was quite astonished when he received a letter from the Compensation Board telling him that his compensation was discontinued as of 2nd July 1960. The letter to the claimant from the Workmen's Compensation Board is dated 2nd August 1960, and was received by claimant on 4th or 5th August 1960...

The insurance officer appealed to the Umpire and stated:

. . . This claimant restricted unduly his chances of obtaining work by his failure to register for work at his local office. He has failed to prove that he was available for work during the period for which he requested antedating and therefore he has not fulfilled one of the conditions imposed by Regulation 150.

In CUB-626 the Umpire refused to disturb the decision of the court of referees who allowed the antedate where the claimant was not notified of the discontinuance of payments of compensation until two weeks after the effective date of discontinuance and there was no further delay in making the claim for benefit. In CUB 1570 the application to antedate was refused for a period which involved 78 working days; the Umpire found that the claimant was not prevented from attending at the local office by circumstances beyond his control nor was it reasonable in the circumstances that the claimant should not so attend as the only reason given for the failure to attend was because of the claimant's impression that he could not collect workmen's compensation and insurance benefit at the same time.

In the instant case the claimant knew that the medical officer had found him (the claimant) to be fit for work on 4 July 1960, and if he were uncertain of his status under the provisions of the Unemployment Insurance Act he should have inquired at the local office...

In a statement of observations and representations for consideration by the Umpire, the President of Local 222, UAW, remarked:

had the claimant been notified by the Compensation Board that his compensation claim was final as of July 4th, the claimant would have filed a claim for U.I. benefits as of July 5th.

The other fact is that, had the claimant filed

The other fact is that, had the claimant filed a claim for benefits when he was declared fit for light work, and received them, and later also received further payments from the Compensation Board, he could have been penalized or prosecuted by the U.I.C. for making false statements when filing his claim . . .

On behalf of the claimant and the interested Union, the Director of Legislation, Canadian Labour Congress, requested and attended an oral hearing before the Umpire, which was held in Ottawa on April 7, 1961. The Unemployment Insurance Commission was represented at the hearing by Messrs. D. Hain and G. Kieffer.

Considerations and Conclusions—In decision CUB 1301, which deals with the case of a temporarily disabled claimant who had applied for light work with his former employer only, the Umpire stated:

It is a basic principle under the Act that, to be considered available for work, a claimant must be ready to accept at once any offer of suitable employment, and in no case can the concept of suitable employment be narrowed down to light work for one employer only.

It is evident that, by restricting his availability to light work with the XYZ Railways, which was not made available to him, the claimant, to all intents and purposes, was foregoing all chances of obtaining employment.

In the present case, the record shows that the only attempts made by the claimant to secure work during the entire period covered by his request to have his claim antedated were at the very beginning of this period, viz., on July 4 and 5, 1960, when he visited his former employer's employment office to obtain light work.

Consequently, according to the established jurisprudence, the claimant was not available for work during the period in question, thereby failing to prove that "he fulfilled in all respects the conditions of entitlement to benefit" as required by Regulation 150(1)(a).

The claimant's application to have his claim antedated cannot, therefore, be

approved and I so decide.

I consequently maintain the insurance officer's appeal.

Decision CUB-1836, April 28, 1961

Summary of the Main Facts: The claimant had worked as a labourer for the A....... Company from December 7, 1959, to July 21, 1960, when he was laid off because of a shortage of work.

On August 2, 1960, he made an initial claim for benefit. His first reporting day at the local office was August 15, but he reported on August 12 and explained that he was going away on vacation.

He reported again in person at the Oshawa local office on Monday, August 22, and stated that he had returned home on Saturday August 20, 1960.

In a letter dated August 23, 1960, he explained that on August 2, 1960 (on which latter date he made his initial claim) he had notified the person who interviewed him at the local office of his intention to go away for a vacation and that he had been advised to come to the local office before leaving. He reported to the local office on August 12, 1960, and was advised by the interviewer to send his weekly reports by mail and to report again to the local office in person on return from his vacation. He returned from his vacation on Saturday, August 20 and reported to the local office on Monday, August 22. He requested the payment of benefit in respect of the week of his vacation, stating he had never had trouble with this before. He pointed out that last year he went to Picton for a week and this year he went to Minden.

The insurance officer notified the claimant, by letter, on September 12, 1960, that he

was disqualified from receipt of benefit for the period August 14 to August 20, 1960, on the ground that he had failed to prove he was available for work in that he was away from the area serviced by the Oshawa local office for the purpose of enjoying a vacation.

The claimant appealed to a board of referees contending that he had followed the directions given him by the local office interviewer in regard to the matter of reporting to the local office and yet upon attending the local office on August 22 after just completing his vacation, he was told that he had not been available for work during the period in question and, therefore, would not be paid benefit for that week. He said also that had he been informed by the local office interviewer that by leaving his home area, payment of benefit would be withheld, he would have refrained from taking a vacation.

The claimant and his representative, the President of Local 222, UAW, attended the hearing of the case by a board of referees in Oshawa, Ontario, on October 5, 1960. The decision of the board reads:

Mr. X— (the local office of the local of the local office of the local of the local office of the local office of the local office of the local of the local office of the local of the local office of the lo Mr. X— (the local office official who interviewed the claimant on August 12, 1960) on this subject and he did remember giving this information to the claimant. On being questioned whether he, Mr. X—, had said that the claim would be kept alive, he answered in the affirmative. However, so there could be no misinterpretation by what is meant by keeping a claim alive in circumstances of this kind, it would be better if this claimant available while that he would not be considered available while out of the office area . . .

The Board are of the opinion that this claimant thought that he was following instructions and that he would be entitled to benefit for the period in question and again reiterated that he would not have left the local office area had which not have left the local office area has he been aware that he would not receive benefit as receipt of U.I. benefit affects his supplementary insurance benefit. The Board feel that the claimant acted in all honesty and that he the claimant acted in all honesty and that he was carrying out instructions which would entitle him to receipt of benefit. It was also noted by the Board that this claimant was on holiday, for the week mentioned, in the town of Minden, Ontario, which is approximately 2½ hours drive and had the claimant been notified of employment he could readily have fulfilled the requirements, namely, to be willing and return within 24 hours and return within 24 hours . .

It is the unanimous decision of the Board of Referees that the claimant has proven that he was available for work from 14th August to 20th August 1960, and his appeal is upheld and the decision of the Insurance Officer is reversed.

The insurance officer appealed to the Umpire and stated:

- ... The board of referees allowed the claim-ant's appeal on the following grounds:
 - the claimant thought that he would receive benefit by following the instruc-tions given to him by the local office;

(2) he would not have gone away if he had been aware that payment of benefit would be withheld;

(3) he had acted in all honesty;

(4) he could readily have fulfilled the requirements, namely, to be willing and return within twenty-four hours if he fulfilled the had been notified of employment.

The first three grounds invoked by the board to allow the appeal are not pertinent as they do not affect one way or another the question of availability. The instructions of the local office interviewer could permit the claimant to keep his claim alive by reporting as directed

but these instructions could not have any effect on the proof of his availability.

The fourth ground invoked by the board, although relating to availability, is not supported by any evidence. The claimant has not shown that he was seeking employment or that he was in any way interested in obtaining work while he was on vacation and he has not even alleged that he was willing and ready to take work while vacationing. To be available for work a claimant must be seeking work and be ready, able and willing to accept immediately any opportunity of suitable employment. Fulfilment of this condition is not in the mind of a person who has gone away to enjoy a vacation. CUBs 218 and 1244 are pertinent and were brought to the attention of the board.

I request that the decision of the board be set aside and that the decision of the insurance

officer be re-instated.

In a letter dated January 20, 1961, addressed to the Manager of the Oshawa local office of the Commission the President of Local 222, UAW, made certain observations which he wished the Umpire to consider when dealing with the claimant's case.

In a memorandum dated January 20, 1961, also, the local office interviewer

referred to above, stated:

I was asked by the Chairman of the Board if had advised the claimant to mail in his forms. My reply was that I did not remember this particular claimant, but that the same information was given to every claimant who stated he was leaving on holiday. The Chairman remarked that I could then have told the claimant to mail in his forms, and I replied, "Yes, but that is not all he would be told," but was given no opportunity to elaborate further.

The information I gave to claimants who stated that they would be unable to report as they would be out of town was as follows:

Indicate on your forms in the space con-cerning your availability, "left on vacation", and indicate the day on which you leave the area. This way we will know that you have not returned to work and your claim will not go dormant (or will be kept alive). Report to this office immediately on your return because your availability will not commence until you again report in person.

On behalf of the claimant and the interested Union, the Director of Legislation of the Canadian Labour Congress, requested an oral hearing before the Umpire, which was held in Ottawa on April 7, 1961, and attended by him. Messrs. D. Hain and G. Kieffer represented the Unemployment Insurance Commission at the hearing.

(Continued on page 836)

LABOUR CONDITIONS IN FEDERAL GOVERNMENT CONTRACTS

Wage Schedules Prepared and Contracts Awarded during June

Works of Construction, Remodelling, Repair or Demolition

During June the Department of Labour prepared 282 wage schedules for inclusion in contracts proposed to be undertaken by departments of the federal Government and its Crown corporations in various areas of Canada, for works of construction, remodelling, repair or demolition. In the same period, a total of 233 contracts in these categories was awarded. Particulars of these contracts appear below.

A copy of the wage schedule issued for each contract is available on request to trade unions concerned or to others who have a bona fide interest in the execution of the con-

tract.

(The labour conditions included in each of the contracts listed under the heading provide that:

(a) the wage rate for each classification of labour shown in the wage schedule included in the contract is a minimum rate only and contractors and subcontractors are not exempted from the payment of higher wages in any instance where, during the continuation of the work, wage rates in excess of those shown in the wage schedule have been fixed by provincial legislation, by collective agreements in the district, or by current practice;

(b) hours of work shall not exceed eight in the day and 44 in the week, except in emergency conditions approved by the Minister of Labour;

(c) overtime rates of pay may be established by the Minister of Labour for all hours worked in excess of eight per day and 44 per week;

(d) no person shall be discriminated against in regard to employment because of his race, national origin, colour or religion, nor because he has made a complaint with respect to alleged discrimination.)

Contracts for the Manufacture of Supplies and Equipment

Contracts awarded in June for the manufacture of supplies and equipment were as follows:

Department	No. of Contracts	Aggregate Amount
Defence Construction (1951) Ltd.	5	\$1,261,703.00
Defence Production	142	1,034,848.00
Post Office	8 1	59,417.12
RCMP	9	110,295.24

(The labour conditions included in contracts for the manufacture of supplies and equipment provide that:

(a) all persons who perform labour on such contracts shall be paid such wages as are currently paid in the district to competent workmen; and if there is no current rate, then a fair and reasonable rate; but in no event shall the wages paid be less than those established by the laws of the province in which the work is being performed;

The Fair Wages and Hours of Labour legislation of the federal Government has the purpose of insuring that all Government contracts for works of construction and for the manufacture of supplies and equipment contain provisions to secure the payment of wages generally accepted as fair and reasonable in each trade or classification employed in the district where the work is being performed.

The practice of Government departments and those Crown corporations to which the legislation applies, before entering into contracts for any work of construction, remodelling, repair or demolition, is to obtain wage schedules from the Department of Labour showing the applicable wage rate for each classification of workmen deemed to be required in the execution of the work.

These wage schedules are thereupon included with other relevant labour conditions as terms of such contracts to be observed by the contractors.

Wage schedules are not included in contracts for the manufacture of supplies and equipment because it is not possible to determine in advance the classification to be employed in the execution of a contract. A statement of the labour conditions which must be observed in every such contract is however, included therein and is of the same nature and effect as those which apply in works of construction.

Copies of the federal Government's Fair Wages and Hours of Labour legislation may be had upon request to the Industrial Relations Branch of the Department of

Labour, Ottawa.

(b) the working hours shall be those fixed by the custom of the trade in the district, or if there be no such custom, then fair and reasonable hours;

(c) overtime rates of pay may be established by the Minister of Labour for all hours worked in excess of those fixed by custom of the trade in the district, or in excess of fair and reasonable hours;

(d) no person shall be discriminated against in regard to employment because of his national origin, colour or religion, nor because he has made a complaint with respect

to alleged discrimination.)

Wage Claims Received and Payments Made during June

During June the sum of \$3,545.44 was collected from eight contracts for wage arrears due their employees arising out of the failure of the contractors, or their subcontractors. to apply the wage rates and other conditions of employment required by the schedule of labour conditions forming part of their contract. This amount is for distribution to the 75 workers concerned.

Contracts Containing Fair Wage Schedules Awarded during June

(The labour conditions of the contracts marked (*) contain the General Fair Wages Clause providing for the observance of current or fair and reasonable rates of wages and hours of labour not in excess of eight per day and 44 per week, and also empower the Minister of Labour to deal with any question which may arise with regard thereto.)

Department of Agriculture

Fort Ellis Marsh N S: Lewis Legge, construction of dyke, Project NS 106, St. Mary's Bay Marsh N S: McCully & Soy Ltd, construction of dykes & drainage works, Project NS 52 Tufts Marsh N S: Lewis Legge, construction of dyke, Project NS 117; Beale & Inch Construction Ltd, construction of drainage works, Project NS 117. Upper Maccan Marsh N S: Beal & Inch Construction Ltd, construction of dyke & drainage works, Project NS 119, near Marriott Sask: Thompson Construction, construction of Cleland Dam, Oungre Sask: Larsens' Construction Ltd, construction of Community Project, near Outlook Sask: McNamara Construction Western Ltd, processing of concrete aggregate, South Saskatchewan River Project. Fort Vermilion Alta: Wesley Creighton & Associates, construction of duplex dwelling & double garage, Experimental Farm. Lethbridge Alta: Oland Construction (1959) Ltd, construction of dairy & calf barn, Research Station.

Atomic Energy of Canada Limited

Chalk River Ont: Ottawa Maintenance Ltd, * painting galvanized sheeting, windows, sash, trim & doors on exterior of Bldgs 411, 418, 419, 495, 496 & 497; Ottawa Building Maintenance Ltd, * painting interior of receiving & metal storage sections of Central Stores Bldg 457.

Central Mortgage and Housing Corporation

Greenwood N S: Dell Construction Co Ltd, construction of 200 houses & related services (DND 12/60 Air). Ajax Ont: A Newman,* exterior painting of houses. Barrie Ont: Walker Painting & Decorating Ltd,* exterior painting of houses. Hamilton Ont: Derela General Contracting,* construction of retaining wall (FP 6/57); Delmar Contracting Ltd, * installation of catch basins & connections (FP 8/57). Kingston Ont: Fontaine Nursery Farm, site improvement for 71 housing units (FP 4/58). Petawawa Ont: C L M Industries Ltd,* installation of line filters to fire alarm circuits & domestic hot water controls (DND 13/58 phase 1 Army); C L M Industries Ltd,* installation of line filters to fire alarm circuits & domestic hot water controls (DND 13/58, phase 11 Army). Sault Ste Marie Ont: J V Rotterdam, exterior painting of 84 housing uits (VR 6/48). Windsor Ont: Wilson Tree Service Ltd,* tree preservation (FP 5/59, phase 1). Windsor & Essex Ont: National Painting & Decorating Ltd, exterior painting of 374 housing units. Regina Sask: Les Mair & Co, exterior painting of 115 housing units (VR 7/48), Calgary Alta: Park & Derochie Decorating Co Ltd, exterior painting of 125 housing units, projects 4 & 4A/48.

Department of Citizenship and Immigration

Dauphin Indian Agency Man: Sawchyn, Kostiuk & Andreychuk, road construction, Pine Creek Reserve. Norway House Indian Agency Man: Hudson Bay Plumbing Co Ltd, replacement of domestic hot water boiler & associated work, Cross Lake IRS. Portage la Prairie Indian Agency Man: Plains City Electric Co, electrical re-wiring of Portage la Prairie IRS Touchwood Indian Agency Sask: Comfort Plumbing & Heating Ltd, renovations to mechanical services, Muscowequan IRS. Blockfoot Indian Agency Alta: C Bolderhey Construction Co Ltd, tile flooring & decorating, Crowfoot IRS. Edmonton Indian Agency Alta: St Laurent Construction Ltd, construction of staff residence, Janvier Reserve. Lesser Slave Lake Indian Agency Alta: High Prairie Plumbing & Heating Ltd, mechanical revisions & alterations, Joussard IRS. Saddle Lake Indian Agency Alta: George Williams Construction Ltd, road construction, Saddle Lake Reserve; Genereux Bldg Sulies, renovation of Goodfish Lake Community Hall, Goodfish Lake Indian Reserve. Terrace Indian Agency B. C: Ellis Hughes Electric Ltd, electrical wiring & construction of diesel electric ower lant, Canyon City Indian day school; Martin Bros Ltd, installation of domestic water supply system, Kitimat Indian Reserve No. 2. Yukon Indian Agency Y T: Acme Painters & Decorators, repairs & improvements to Carcross IRS.

Defence Construction (1951) Limited

Greenwood N S: Wheaton Construction Co Ltd, filling in concrete buttons for argus turn around areas, RCAF Station. Camp Borden Ont: Ontario Electrical Construction Co Ltd, installation of electrical distribution system. Porage la Prairie Man: Claydon Co Ltd, erection & finishing of prefabricated steel bldg, RCAF Station. Shilo Man: Maple Leaf Construction Ltd, paving of loading & parking areas in Camp. New Westminster B C: Lickley, Johnson, Palmer Construction Ltd, construction of barracks bldg, HMCS Aldergrove.

Building and Maintenance

Barriefield Ont: Kingston Decorating Ltd, exterior painting of 16 bldgs. Camp Borden Ont: Joseph Downey & Son, exterior painting of 239 PMQ's. Centralia Ont: Walmsley Bros Ltd, asphalt paving overlay, PMQ roads, RCAF Station. Kingston Ont: Quintal & England Ltd, restoring roof of Bldg No. 33, RMC. St. Catharines Ont: Moir Construction Co Ltd, replacing flashings & repairing roof & Masonry, Armoury. Portage la Prairie Man: Accurate Electrical Contractor, construction of aerodrome lighting facilities; Waterman-Waterbury Co Ltd, heating & ventilating modifications, MSE Bldg, RCAF Station. Edmonton Alta: Crown Paving & Concrete Ltd, repairs to asphalt paving & curbs, Griesbach Barracks.

Department of Defence Production

Aldershot N S: Fred T Cleveland, exterior painting of bldgs at Camp. Cornwallis N S: M L Foster, exterior painting of various bldgs, HMCS Cornwallis. Halifax N S: Grinnell Co of Canada Ltd, alterations & installation of ventilating & fire protection systems in Inflammable Stores Bldg D-57, HMCS Dockyard; Standard Construction Co Ltd, renewal of mastic floor covering with new concrete & installation of electrical duct system in Bldg No S-9, HMCS Stadacona. Moncton N B: Rayner Construction Ltd, excavating around perimeter of foundation & removing weeping tile & crushed stones, etc. No. 5 Supply Depot. Bagotville Que: Gustave Morin, exterior painting of PMQ's, RCAF Station; Plante & Frere Enr. replacing built-up roof of Bldg No. 87, RCAF Station; Vaillancourt & Boivin Enr, waterproofing of concrete block bldgs, RCAF Station. Mont Apica Que: R Morissette & Fils Enr, construction of foundation & pouring of concrete floor, RCAF Station. Parent Que: Betteridge & Smith Construction Co,* construction of concrete pad, RCAF Station, St. Hubert Que: Richard-Wilcox Canadian Co Ltd, replacing rolling steel doors, hangar No 7, RCAF Station. Ste Therese Que: Houle & Frere Inc, repairs to lightning arresters, Permanent Magazines, No 4 Works Coy, RCE, Bouchard Detachment. Centralia Ont: Cornell Construction Co Ltd, sand sealing of station roads. Guelph Ont: Cardinal Painting & Decorating Co Ltd, painting & repairing Armoury. Fort Churchill Man: Trevi-Tile Co, resurfacing floor in officers' mess kitchen. Neepawa Man: Bridge & Tank Western Ltd, replacing tubes "& tube sheets in hot air furnace, drill hall. Dundurn Sask: Canada Catering Co Ltd, catering. Canoe Lake Alta: Foundation Co of Canada Ltd,* installation of observation windows in quadrant bldgs. Lancaster Park Alta: J Mason & Son Ltd, painting interior of bldgs, RCAF Station, Namao. Penhold Alta: Border Paving Ltd, construction of asphalt roadway & concrete curbing, RCAF Station. North Jerico B C: Helge Harvest Painting Co Ltd, interior painting of houses, 2nd Ave & Discovery St. Prince Rupert B C: Eby & Sons Ltd. replacing floor beams & erecting concrete footings, HMCS Chatham. Vernon B C: Postill & Son, asphalt paving, Sub-Detachment.

Department of Justice

Dorchester N B: La Construction Acadienne Ltee, interior completion of industrial shops bldg C-18, Dorchester Penitentiary; La Construction Acadienne Ltee, construction

of farm camp type "A" bldg No F-58, Dorchester Penitentiary. Stony Mountain Man: Peter Leitch Construction Ltd, construction of farm camp type "A" bldg No F-34, Manitoba Penitentiary.

Department of Mines and Technical Surveys

Victoria B C: Yarrows Ltd,* repairs of CHS Wm J Stewart.

National Harbours Board

Halifax N S: Standardd Construction Co Ltd, reconstruction of trucking ramp; Purdy Bros Ltd, replacement of landside steel doors, shed 22. Saint John N B: E F Andersen, construction of rest room facilities, Pier 2-3 extension. Montreal Que: J D Stirling & Walsh Canadian Construction Co Ltd, construction of wharf extension, Sections 65 to 68; Louis Donolo Inc, construction of Toll Plaza & Administration Bldg, Section 4, Champlain Bridge. Vancouver B C: Burns & Dutton Concrete & Construction Co Ltd, installation of flax cleaners, No 3 Elevator.

Department of Northern Affairs and National Resources

Halifax N S: Scotia Sprinklers Ltd, supply & installation of sprinkler system in Old Town Clock, Halifax Citadel; Enterprise Stoves Ltd, * installation of heating system for Old Town Clock, Halifax Citadel. Louisbourg N S: Barrington & Vokey, * replacement of copper roof sections for Museum Bldg & custodian's residence at Fortress. Riding Mountain National Park Man: Minnedosa Plumbing & Heating Ltd, * installation of heating systems in toilet & shower bldgs. Prince Albert National Park Sask: Arthur George Lanz, road work on Crean Lake Road & Waskesiu Highway. Jasper National Park Alta: Brent Construction Co Ltd, construction of Medicine Lake-Maligne Lake Road.

Department of Public Works

Burnt Island Nflld: Diamond Construction (1955) Ltd, wharf reconstruction. Channel Nfld: Saunders, Howell & Co Ltd, construction of federal bldg. Codroy Nfld. T C Gorman (Nova Scotia) Ltd, construction of breakwater & harbour improvements. St. Bernard's Nfld: Babb Construction Ltd, breakwater reconstruction. Charlottetown P E I: Curran & Briggs Ltd, sea wall extension. Prince Edward Island National Park P E I: Jerome O'Brien, seeding, Gulf Shore Road from Brackley Point Road to West end of Rustico Island. Souris P E 1: L E Wellner Jr, wharf acquisition & reconstruction. Comeauville N S: Joseph S Surette, breakwater improvements, lingwall N S: Chisholm Construction Co Ltd, harbour improvements. Halifax N S: Fundy Construction Co Ltd, quay wall repairs, HMC Dockyard; Cambrian Construction Ltd, construction of bldg for Queen's Printer. Osborne N S: Shelburne Contracting Ltd, wharf repairs. West Baccaro N S: Mosher & Rawding Ltd, harbour improvements. Island River N B: J W & J Anderson Ltd, wharf extension, St. Martin's N B: R L Galbraith, wharf repairs. Shippegan N B: Tracy Construction Inc, harbour improvements. Anse au Griffon Que: Perimo Construction Inc, harbour improvements. Beauharnois Que: Giard Construction Co Ltd, construction of federal bldg. Farnham Que: P Baillargeon Ltee, construction of retaining wall. Fort Chimo Que: The Tower Co (1961) Ltd, construction of nursing station. Natashquan Que: Landry Construction, concrete pavement at wharf. Pointe au Loup Que: Perimo Construction Inc, breakwater improvements. Port St Francois Que: Rolland Lemire, construction of protection works. Rimouski Que: Jean Marie Boucher, construction of shed. Riviere au Renard Que: Perimo Construction Inc, repairs to protection works; Clement Dumaresq, fishing harbour repairs. Roberval Que: Wilfrid Gagnon, alterations to UIC space, federal bldg. St Andre de Kamouraska Que: Jean-Baptiste Rioux, wharf repairs. Carleton Place Ont: M Sullivan & Son Ltd, construction of WSAC Bldg. Goderich Ont: Dean Construction Co Ltd, pier reconstruction. Hamilton Ont: Wilchar Construction Ltd, additions & alterations to Terminal "A". Ottawa Ont: Stanley G Brookes, re-lighting of main library, reading room & adjoining offices, Supreme Court Bldg; Shore & Horwitz Construction Co Ltd, construction of UIC Bldg; Wm D'Aoust Construction Ltd, construction of translators' booths, Senate Chamber; Perini Ltd, construction of Administration Bldg, Tunney's Pasture, Dept of National Health & Welfare; P E Brule Co Ltd, construction of DPW district office bldg, Plouffe Park; Proulx Electric, electrical alterations, RCMP Barracks bldg, 31 Spadina Ave. Rondeau (Erieau) Ont: Ruliff Grass Construction Co Ltd, breakwater repairs. Dauphin Man: Louis Ducharme & Associates Ltd, construction of dormitory bldg & laundry addition to school, Dauphin Indian Agency. Gimli Man: Nelson River Construction Ltd, construction of breakwater. Regina Sask: Rapistan Canada Ltd, installation of forward parcels primary sorting equipment, Post Office. Banff National Park Alta: Bill Hopps & Co Ltd, painting & minor repairs to structures on Trans-Canada Highway. Edson Alta: Watson (Tofield) Ltd, construction of RCMP detachment quarters. Lacombe Alta: Fraser & Rice Construction Ltd, construction of federal bldg. St Albert Alta: Robert Holzer Construction, construction of post office bldg. Co-op Bay (Egmont) B C: Greenlees Piledriving Co Ltd, float extension. Matilda Creek B C: T Gibson, approach & float repairs. Sea Otter Cove & San Josef Bay B C: Pacific Piledriving Co Ltd, construction of additional mooring buoys. Yoho National Park B C: General Construction Co Ltd, bituminous concrete pavement, Mile 0 to 16, Trans-Canada Highway. Enterprise N W T: Park Bros Ltd & Bain Bros Construction Ltd, reconstruction of MacKenzie Highway, Mile 25 southerly to Mile 51. Fort Providence N W T: Territorial Expeditors Ltd, construction of wharf. Yellowknife N W T: Frenchy's Transport Ltd, construction of Yellowknife River Bridge approaches; Lanky Exploration & Development Ltd, alignment improvements, Mile 1-2, Airport Road. Flat Creek—Eagle Plain Y T: Pembina River Construction Ltd, grading & culverts, Mile 62-74, Development Road.

Contracts Containing the General Fair Wages Clause

St John's Nfld: Canadian Ingersoll Rand Co Ltd, construction of pneumatic drilling rig for Drillboat 401. Cape St Mary's N S: Trask & Shaw Ltd, dredging. Carleton Village N S: Shelburne Contracting Ltd, dredging. Digby N S: Eric Van Tassel, construction of pedestrian ramp, federal bldg. Liverpool N S: Harbour Development Ltd, dredging. Trout Cove N S: Shelburne Contracting Ltd, dredging. Shippegan N B: Verreault Navigation Inc. dredging. Bonaventure Que: Gilles Forest, installation of lock boxes, federal bidg. Havre Aubert Que: McNamara Marine Ltd, dredging. Ile aux Noix Que: Armand Barriere, wharf raising. Mont Louis Que: Horace Lemieux, wharf repairs. Montreal Que: Honeywell Controls Ltd, preventative maintenance contract on automatic controls, National Film Board Bldg. Rock Island Que: Wm Lavallee Construction Ltd, alterations to Post Office bldg. Vercheres Oue: Les Entreprises Sorel Engrs, repairs to lighting system, Beamsville Ont: Stork Construction, installation of lock boxes, Post Office, Cobourg Ont: Cobourg Construction Ltd, waling repairs. Collingwood Ont: Ontario Marine & Dredging Ltd, dredging. Grant's Landing Ont: L R Brown & Co, wharf repairs. Kingsville Ont: Russell Construction Ltd, dredging. Ottawa Ont: John A Hoskins, repairs to 30 Lydia St; Normand Construction, alterations to No 6 Temporary Bldg; A Lanctot Construction Co Ltd, repairs to RCMP Bldg; Beaudoin Construction Ltd, installation of metal partitions, Jackson Bldg; McAuliffe-Grimes Ltd, alterations to 40 Lydia St; M Pharand Construction alterations in Board Room, Hunter Bldg; Rene Cleroux, plumbing repairs, Neatby Bldg, CEF; H H Popham & Co Ltd, installation of metal partitions, 615 Booth St; Picco & Kolman, repairs to East Block; Fixit Household Services Ltd, modifications to boilers, boiler room, Cartier Square; Glebe Electric Ltd, improvement to lighting system, Connaught Bldg; Decoration Raymond, redecoration of basement, Mackenzie Bldg; Stanley G Brookes, installation of buzzer system, laboratory, CEF; Superior Propane Ltd, alterations to various bldgs, Tunney's Pasture; Doran Constrluction Co, alterations to Dairy Research Bldg, CEF; A G Reed, improvement to lighting system, Postal Terminal Bldg: Otis Elevator Co Ltd, elevator modifications, 514 Sussex St; Potter Bros & Co, installation of window air conditioning unit, No 5 Temporary Bldg; Stanley Sulphur Construction Co Ltd, alterations to RCMP Headquarters; J R Statham Construction Ltd, alterations to Confederation Bldg; Roland Lariviere, structural alterations to Trade & Commerce Bldg; Shore & Horwitz Construction Co, renovations to No 3 Temporary Bldg. Parry Sound Ont: Lloyd Parrick, alterations to federal bldg; Darlington Construction, wharf repairs. Port McNicoll Ont: Ontario Marine & Dredging Ltd, dredging. St Williams Ont: Marine Service & Contracting Ltd, dredging. Tobermory Ont: E D Kalfleich & C Whicher, repairs to glance booms. Toronto Ont: R W H Binnie Ltd, alterations to Arthur Meighen Bldg; Otis Elevator Co Ltd, installation of security locks, Mackenzie Bldg; McNamara Marine Ltd, dredging. Wolfe Island Cut Ont: McNamara Marine Ltd, dredging. Winnipeg Man: Building Mechaniscs Ltd, alterations to federal bldg. Chemainus B C: Pacific Piledriving Co, float renewal. Fraser River B C: British Columbia Bridge & Dredging Co Ltd, dredging. Vancouver B C Burrard Dry Dock Ltd, overhaul of Dredge PWD 322 & auxiliary craft.

St. Lawrence Seaway Authority

Cote Ste Catherine Que: B & D Transport Ltee, construction of access road from Highway 9C to Cote Ste Catherine wharf & back-filling portion of wharf. Montreal Que: Frost Steel & Wire Co (Quebec) Ltd, supply & erection of chain link fencing at Jacques Cartier Bridge & Cote Ste Catherine Lock. Cardinal Ont: Roads Resurfacing Co Ltd, paving of causeway. St Catharines Ont: Stewart-Hinan Corporation Ltd, construction of linemen's bldgs at Locks 1, 2, 4, 5 & 6, Welland Canal.

Gull Island Nfld: J J Hussey Ltd, construction of single dwelling & double bungalow & demolition of existing dwelling. Peckford's Island Nfld: Davis Construction Ltd. construction of double bungalow, combined fog alarm bldg & light tower & demolition of existing bldgs. Cape Spencer N B: Ralph Chouinard, construction of two single dwellings & demolition of assistant lightkeeper's dwelling. Bird Rocks, M. I, Que: J M Cote, construction of combined fog alarm & radio beacon bldg. Montreal Que: The Highway Paving Co Ltd, extension & strengthening of runway 06L-24R & surface treatment of runway 10-28, International Airport. Quebec Que: Arno Electric Reg'd, construction of LI lighting for approaches 12 & 30 & taxiway extension, Airport. Sherbrooke Que: Newton Construction Co Ltd, construction of transmitter bldg & related work. Collingwood Ont: Collingwood Shipyards, * construction of twin screw passenger & cargo vessel. near Lakefield Ont: Stanley R Leeper, construction of two lockmaster's dwellings at Locks No 22 & 24. Malton Ont: Dufferin Construction Co Ltd, paving of service roads, Airport; K J Beamish Construction Co Ltd, construction of concrete taxiways & gravel roadways to new hanger area, Airport (Millard & Sanderson Acfield). North Bay Ont: Curran & Briggs Ltd, construction of terminal area roads & car park, Airport. Owen Sound Ont: Russel Bros.* construction of twin screw diesel engine supply & buoy vessel. near Port Rowan Ont: Backus Construction Co Ltd, construction of frame dwelling at Long Point lightstation. Sault Ste Marie Ont: Towland Construction Ltd, construction of car parking area & service roads, Airport Matthews Concrete Ltd, installation of water supply & sewage disposal system for terminal area. Lynn Lake Man: Tallman Construction Co Ltd & Simkin's Construction Co Ltd, construction of garage, relocation of staff dwellings & related work. The Pas Man: Lamb & Murray, installation of LI lighting, approach No 30, Airport. North Battleford Sask: Larry's Electric Ltd, installation of LI lighting, approach No 12, Airport. Edmonton Alta: Remi Berube, discing, floating, etc of areas adjacent to runway 01-19 & 11-29 & related work, International Airport; McRae & Associates Construction Ltd. construction of NDB bldg & related work at Coulee. Fort McMurray Alta: Poole Construction Co Ltd, construction of garage, relocation of staff dwellings & related work. Abbotsford B C: Deitcher's Construction, construction of ILS localizer, glide path, middle marker bldgs & related work, Airport. Addenbroke Island B C: McGinnis Construction Ltd, construction of single dwelling. Boat Bluff B C: J H Todd & Sons Ltd, construction of single dwelling, Lightstation. Bull Harbour B C: Quinney & Fuller Construction Ltd, construction of radio control bldg & related work. Fort St John B C: Electric Power Equipment Ltd, construction of airport lighting facilities including LI lights on approach 11. Hope B C: Frank's Sheet Metal & Plumbing Ltd, renewal of water system, Airport. Fort Smith N W T: Fort Smith Construction, construction of extension to hydrogen generator & balloon inflation bldg & related work. Norman Wells N W T: Byrnes & Hall Construction Ltd, construction of garage & related work. Resolute Bay N W T: The Tower Co (1961) Ltd, prefabrication & erection of mess & recreation bldg, laboratory bldg & related work. Yellowknife N W T: Poole Construction Co Ltd, construction of garage & related work. Mayo Y T Ewing Transport development of NDB site & related work.

Decisions of Umpire

(Continued from page 830)

Considerations and Conclusions: In Decision CUB 126, the Umpire stated: "It is not the intent of the Act to allow benefit to be paid to insured persons when they are on voluntary vacation."

By his own admission, the claimant in the present case was on vacation during the period August 14 to August 20, 1960. Moreover, he has adduced no evidence to show that he made or even intended to make any search for employment during that period. In view of the foregoing circumstances, I

consider that he has failed to prove that he was available for work during the said period. I consequently decide to allow the insurance officer's appeal.

I must add that the claimant's absence from the local office area during the period in question was not a consideration in reaching my decision, which decision would have been the same had he stayed in Oshawa and taken a vacation at that particular time. Therefore, the conversation which allegedly took place between him and the local office employee when he visited that office on August 12, 1960, had no bearing whatsoever on the point at issue.

PRICES AND THE COST OF LIVING

Consumer Price Index, July 1961

The consumer price index (1949=100) remained unchanged at 129.0 between June and July 1961*. Seasonally higher prices within the food component and a slight increase in the health and personal care component were offset by declines in the clothing, transportation, and recreation and reading components. The housing, and tobacco and alcohol indexes remained unchanged over the period.

The food index increased 1.1 per cent to 124.9 from 123.5 due primarily to seasonally higher prices for most fresh vegetables and eggs. Increased prices for some meat items and coffee were also recorded. The increases were partially offset by lower prices for a variety of fresh fruit items, particularly oranges, grapes and strawberries.

The housing component remained unchanged at 132.9 over the period. A slight increase in the shelter index was balanced by a similar decline in the household operation index. Both the rent and home-ownership sub-groups advanced slightly due to increased repair prices and in the latter subgroup prices were higher for new houses.

Within household operation, the home furnishings index declined as a result of lower prices for most appliances and furniture items, carpets and cotton sheets. Prices of dishes and glassware increased, however. The household supplies and services index advanced slightly, with higher prices for toilet paper, floor wax and household help.

The clothing index moved down 0.3 per cent from 112.5 to 112.2, as slightly lower prices were recorded for men's wear and more significant declines occurred in women's wear and piece goods. The decrease was primarily due to sale prices for men's suits, women's street dresses and spring coats, and dress material.

A decline of 1.8 per cent occurred in the transportation index which moved to 138.7 from 141.2, as a result of reductions in automobile prices. The removal of the excise tax on passenger cars combined with normal seasonal price declines appreciably lowered the index for automobile purchase. The price of gasoline advanced slightly over the period.

*See Table F-1 at back of book.

The health and personal care index moved up fractionally from 155.0 to 155.1, an increase of 0.1 per cent. The health care component was unchanged over the period, while the index of personal care supplies increased 0.2 per cent.

The recreation and reading index declined 0.5 per cent to 145.0 from 145.8. The decrease was due to the recreation component in which prices of television sets and radios declined seasonally. The tobacco and alcohol index remained unchanged at 115.8.

City Consumer Price Indexes, June 1961

Consumer price indexes for 10 regional cities (1949=100) remained unchanged in four centres between May and June 1961; four indexes increased and two declined†.

Increases were 0.3 per cent in St. John's and Montreal and 0.1 per cent in Winnipeg and Saskatoon-Regina; Saint John, Ottawa, Toronto and Edmonton-Calgary showed no change. Declines were recorded of 0.2 per cent in Halifax and of 0.5 per cent in Vancouver.

Increases in the food indexes were common to five cities, ranging from 0.2 per cent in Edmonton-Calgary to 0.7 per cent in St. John's, Ottawa, and Saskatoon-Regina. Indexes in the other five cities declined, with decreases ranging from 0.1 per cent in Toronto to 1.6 per cent in Vancouver.

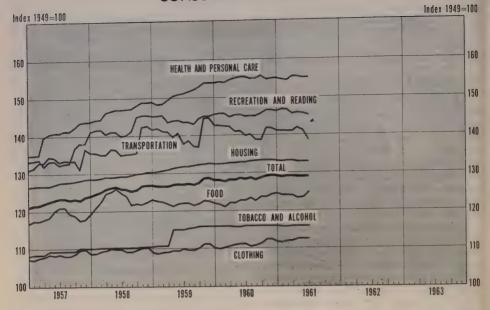
The shelter group index advanced in five cities, remained unchanged in three and declined in two. Clothing indexes were up in three cities, unchanged in four, and down in three. In the household operation group, six cities registered an incerase, two recorded declines, and two remained unchanged. Other commodities and services indexes were higher in two cities, lower in two, and unchanged in the remaining six.

Regional consumer price index point changes between May and June were as follows: Montreal +0.4 to 128.3; St. John's +0.3 to 117.0*; Winnipeg +0.1 to 126.7; Saskatoon-Regina +0.1 to 124.7; Vancouver -0.7 to 128.4; Halifax -0.2 to 127.8. Saint John, Ottawa, Toronto and Edmonton-Calgary remained unchanged at 129.7, 129.0, 130.2 and 124.2 respectively.

[†]On base June 1951=100.

^{*}See Table F-2 at back of book.

CONSUMER PRICE INDEX



Wholesale Price Index, May 1961

Canada's general wholesale price index (1935-39=100) rose to 231.3 in May, 0.2 per cent higher than in April but 0.1 per cent below May 1960.

Two major group indexes were higher and five were lower in May than in April; the iron products group index remained unchanged at 259.1.

The non-ferrous metals group index advanced 2.1 per cent in May, to 178.3 from 174.7 in April, mainly because of increases in prices for copper, copper products, and tin.

The non-metallic minerals group index declined 0.4 per cent to 183.8 in May from 184.5 in April, due to lower prices for clay and allied products and for petroleum products.

Principal causes for the 0.7 per cent increase in the textile products group index were higher prices for raw cotton, worsted and wool cloth, and worsted yarns; the index went up to 234.4 from 232.8.

Decreases of 0.2 per cent or less occurred in the following four major group indexes; vegetable products to 200.2 from 200.6; chemical products to 187.8 from 188.0; animal products to 250.8 from 251.0; and wood products to 302.2 from 302.3.

U.S. Consumer Price Index, June 1961

The United States consumer price index (1947-49=100) rose 0.2 per cent to 127.6 in June, a record for any month. The previous peak for the index was 127.5, reached last December. However, the June rise did not disturb the basic stability of the index and did not cut into the purchasing power of the average factory worker.

The U.S. Bureau of Labor Statistics attributes the increase to price increases for fresh fruit and vegetables, in short supply at the time, and to higher prices for used cars, West Coast gasoline, and housing items.

Last month's index was 0.9 per cent higher than in June 1960, mainly because of a 2 per cent rise in costs of services; home repairs, hospitalization and surgical insurance, doctors' fees and public transportation fares also contributed to its rise over the year.

U.K. Index of Retail Prices, May 1961

The United Kingdom index of retail prices (Jan. 17, 1956=100) rose from 113.3 to 113.6 between mid-April and mid-May. At this level it was 3.3 points above the level of May 1960.

Publications Recently Received in Department of Labour Library

The publications listed below are not for sale by the Department of Labour. Persons wishing to purchase them should communicate with the publishers. Publications listed may be borrowed by making application to the Librarian, Department of Labour. Ottawa. Students must apply through the library of their institution. Applications for loans should give the number (numeral) of the publication desired and the month in which it was listed in the LABOUR GAZETTE. List No. 154

Canada at Work Broadcasts

The following four talks were sponsored and published by the Federal Department of Labour in Ottawa in 1961.

1. HASLAM, PHYLLIS. The Elizabeth Fry

Society. Pp. 4.

The speaker is Executive Director, Toronto Branch of the Elizabeth Fry Society. She tells about a day's activities in the Toronto Branch of the Society. This organization helps girls and women who have come into conflict with the law.

KIRKPATRICK, A. M. The John Howard Societies. Pp. 5.

The speaker is Executive Director of the John Howard Society of Ontario. He tells about the work of the John Howard Societies in helping released prisoners.

3. MACDONALD, J. LORNE. Social Work

and Canadian Welfare. Pp. 4.

The speaker, Assistant Professor of Social Work of the University of Ottawa, talked about social work as a career.

4. TAYLOR, A. CHARLES. Farm Safety. Pp. 4.

A talk about accidents on the farm and how they are caused.

Economic Conditions

5. CANADA. BUREAU OF STATISTICS. Private and Public Investment in Canada, 1946-1957. Ottawa, Queen's Printer, 1959. Pp.

"This publication draws together...the final estimates...that were previously published annually in the reports 'Private and Public Investment in Canada, Outlook'," issued by the Dept. of Trade and Commerce.

6. GREAT BRITAIN. TREASURY. Preliminary Estimates of National Income and Expenditure, 1955 to 1960. London, HMSO, 1961. Pp. 15.

7. Hansen, Alvin Harvey. Monetary Theory and Fiscal Policy. New York,

McGraw-Hill, 1949. Pp. 236.

8. UNITED NATIONS. ECONOMIC COM-MISSION FOR EUROPE. Economic Survey of Europe in 1960; Including Studies of Some Problems of Agricultural Development in Europe and the Soviet Union, Europe and the Trade Needs of the Less Developed Countries and Economic Development in Albania and Bulgaria, Geneva, 1961, 1 vol.

(various pagings).

9. U.S. Congress. Joint Economic Com-MITTEE. Current Economic Situation and Short-Run Outlook, Hearings before the Joint Economic Committee, Congress of the United States, Eighty-Sixth Second Session, pursuant to Sec. 5(a) of Public Law 304 (79th Congress). December 7 and 8, 1960. Washington, GPO, 1961. Pp. 266.

The witnesses before the Committee were asked to discuss the present economic situation in terms of employment trends, rates of use of capacity, demand, etc., and to suggest ways of improving the economy.

10. U.S. Congress. Joint Economic COMMITTEE. January 1961 Economic Report of the President and the Economic Situation and Outlook. Hearings before the Joint Economic Committee, Congress of the United States, Eighty-Seventh Congress, First Session, pursuant to Sec. 5(a) of Public Law 304 (79th Congress). Washington. GPO, 1961. Pp. 725.

Hearings held between February 9 and

April 10, 1961.

11. U.S. Congress. Joint Economic COMMITTEE. 1961 Joint Economic Report; Report of the Joint Economic Committee, Congress of the United States, on the January 1961 Economic Report of the President, with Minority and Other Views. Washington, GPO, 1961. Pp. 138.

Employment Management

BRITISH PRODUCTIVITY COUNCIL. Work Study in Hotels and Catering. London [n.d., 1960?] Pp. 28.

Contains eleven case studies pointing out how work study has resulted in elimination of waste, reduction of costs and more efficient use of staff in hotels and restaurants.

13. NATIONAL ASSOCIATION OF MANU-FACTURERS OF THE UNITED STATES OF AMERICA. INDUSTRIAL RELATIONS DIVISION. Report on Employment of Mature Workers. New York, 1960. Pp. 36.

A brief report on the problem of the older workers and a presentation of arguments for

hiring them.

14. U.S. BUREAU OF LABOR STATISTICS. Pension Plans under Collective Bargaining: Normal Retirement, Early and Disability Retirement, Fall 1959. Washington, GPO 1961. Pp. 53.

An analysis of 300 selected pension plans

under collective bargaining.

Industrial Disputes

15. Ross, ARTHUR MAX. Changing Patterns of Industrial Conflict, by Arthur M. Ross and Paul T. Hartman. New York, Wiley, 1960. Pp. 220.

An analysis of national trends and international differences in strike activity in fifteen countries of North America, Europe, Asia, Africa, and Australia. Two of the findings of the authors are: "a pronounced decline in strike activity throughout the world" and, "those strikes that do occur have been growing much shorter."

16. STRAND, KENNETH THOMSON. Jurisdictional Disputes in Construction: the Causes, the Joint Board and the NLRB. Pullman, Washington State University, School of Economics and Business, Bureau of Economic and Business Research, 1961. Pp. 197.

The author attempts to answer these questions: 1. What causes jurisdictional disputes and strikes in the construction industry? 2. How can these jurisdictional disputes and strikes be settled? 3. What attempts have been made to establish a method of settling the disputes? 4. Is the National Joint Board for Settlement of Jurisdictional Disputes in the Building and Construction Industry effective? 5. Is the Taft-Hartley Act effective in helping to settle disputes? 6. Can improvements be made in either the National Joint Board for Settlement of Jurisdictional Disputes or the Taft-Hartley Act?

17. U.S. BUREAU OF LABOR STATISTICS. National Emergency Disputes under the Labor Management Relations (Taft-Hartley) Act, 1947-October 1960. Washington, GPO, 1961. Pp. 24.

Gives a chronological account of 17 disputes. Includes information about the Board of Enquiry set up to handle each dispute.

Industrial Relations

18. AMERICAN MANAGEMENT ASSOCIATION. Industrial Relations Forum. New York, 1961. Pp. 100.

Includes discussions on the implications of recent U.S. Supreme Court decisions on the subject of labour-management relations, particularly labour arbitration and management rights, the changing functions of personnel and industrial relations management, compensation and employee benefits policies and practices, and how to tell employees about Electronic Data Processing.

19. FOENANDER, ORWELL DE RUYTER. Industrial Conciliation and Arbitration in Australia. Sydney, Law Book Co. of Australasia Pty. ltd., 1959. Pp. 220, 119.

The author "explains the nature of the regulatory machinery at present operative under the industrial law of the Commonwealth and the individual states, and indicates alternatives to which resort could be made if it were decided to abandon the methods and procedures now followed in Australia."

20. KOLAJA, JIRI THOMAS. A Polish Factory; A Case Study of Workers' Participation in Decision Making. Lexington, University of Kentucky Press, 1960. Pp. 157.

A case study of two groups of workers in the weaving department of a textile factory in Lodz, Poland. Tells what happens when a workers' council is set up in the plant.

21. MARSH, JOHN. Partners in Work Relations; Human Problems in the Industry of the Commonwealth. London, Industrial Welfare Society, 1960. Pp. 42.

Contents: The Impact of Industrialization on Developing Countries. Personnel Practices in the United Kingdom: 1. Trends in Human Relations and Welfare; 2. Executive Development-Patterns and Practices. The Role of Management Associations in Developing Countries. Some Reflections on the Duke of Edinburgh's Study Conference, 1956. The Road to Management and Worker Co-operation in Indian Industry.

Industry—Location

The following seven surveys were prepared and published by the Industrial Development Branch, Department of Industry and Development of Alberta in Edmonton in 1960 and 1961.

22. Village of Bashaw. July 1960. Pp. 14.23. Village of Carstairs. Rev. July 1960.

Pp. 14. 24. City of Grande Prairie. Rev. Jan. 1961. Pp. 18.

25. Village of Holden. [1960] Pp. 12.26. Town of Magrath. Rev. Sept. 1960.

Pp. 12. 27. Town of Raymond, Rev. Sept. 1960. Pp. 19.

28. City of Wetaskiwin. Rev. Sept. 1960. Pp. 19.

Labour Organization

29. Dempsey, Joseph Richard. The Operation of the Right-to-Work Laws; a Comparison between What the State Legislatures say about the Meaning of the Laws and How State Court Judges have applied These Laws. Milwaukee, Marquette University Press, 1961. Pp. 136.

Right-to-work laws allow the worker the right to join or not join a union. These laws mean that union shop clauses are outlawed in labour contracts. This book discusses how judges have interpreted the law and points out that sometimes state court judges have extended the application of a state Right-to-Work Law beyond a labour contract situation.

30. INTERNATIONAL CONFEDERATION OF FREE TRADE UNIONS. Report of the 6th World Congress held in Brussels, 3-11 December 1959; Including the Report on Activities and the Financial Reports for 1957-58. Brussels, 1960. Pp. 654.

31. MEYERS, FREDERIC. European Coal Mining Unions: Structure and Function. Los Angeles, Institute of Industrial Relations, University of California, 1961. Pp. 161.

Deals with unions active in the coal mining industries of France, Belgium, West Germany, and Great Britain.

- 32. POBLETE TRONCOSO, MOISES. The Rise of the Latin American Labor Movement, by Moises Poblete Troncoso and Ben G. Burnett. New York, Bookman Associates, 1960. Pp. 179.
- 33. SHEDD, FREDERICK R. Political Content of Labor Union Periodicals; an Analysis of 43 Key Union Periodicals representing Major United States and Canadian Industry, by Frederick R. Shedd & George S. Odiorne. Ann Arbor, Bureau of Industrial Relations, University of Michigan [cl1960] Pp. 102.

An analysis in terms of column inches of the political content of 43 leading union periodicals. The topics considered include elections; labor, welfare and general public interest legislation such as civil rights, which would affect union members among others; suggestions on political action that union members might take; legislation and government action affecting economic affairs; foreign affairs; Federal regulatory agencies; other matters effecting union such as featherbedding, air pollution, etc.

Management

34. BEAUMONT, RICHARD AUSTIN. Executive Retirement and Effective Management, by Richard A. Beaumont and James W. Tower. New York, Industrial Relations Counselors, inc., 1961. Pp. 248.

"This study is not designed to support fixed or flexible retirement approaches, but rather to examine the reasons for one or the other, and the actual conditions that seem to support a company's approach one way or the other."

35. QUÉBEC (CITY). UNIVERSITÉ LAVAL. DEPARTEMENT DES RELATIONS INDUSTRIELLES. Droits de gérance et changements technologiques [par] Jean-Paul Deschenes [et al.] Québec, Les Presses universitaires Laval, 1960. Pp. 149.

Report of the 15th Congrès des relations industrielles held in Quebec City, April 25-26, 1960.

Partial Contents: Nature et importance des changements technologiques, par Jean-Paul Deschenes. Propriété, responsabilité et droits de gérance, par Gérard Dion. Changements technologiques et négociations collectives, par Jean-Paul Cardin. Arbitrabilité des griefs et changements technologiques, par Jean-Jacques Gagnon. Négociations et arbitrabilité des changements technologiques, par Marius Bergeron. Négociation et arbitrage dans le domaine des changements technologiques, par Marcel Pepin, W. Gordon Donnelly, Yvan Legalt [et] Jean Sirois.

36. SOCIETY FOR ADVANCEMENT OF MANAGEMENT. WAHINGTON CHAPTER. Management in the Scientific Age. Proceedings, 1958 Annual Conference... December 11 1958. Kalamazoo, Mich., W. E. Upjohn Institute for Employment Research, 1961. Pp. 80.

Some of the questions considered by the speakers at this conference were: (1) Under what conditions do scientists, engineers, technicians, and researchers achieve their best

results? (2) How can the science of management contribute to the efficiency of a research organization?

37. U. S. SMALL BUSINESS ADMINISTRA-TION. Starting and Managing a Service Station. Washington, GPO, 1961. Pp. 80.

Partial Contents: Your Station: Finding it, Financing it. How to acquire a Station. Getting the Business started. Keeping Score on Your Business. Managing Your Business. Building for the Future.

Occupations

- 38. CANADA. DEPARTMENT OF LABOUR. ECONOMICS AND RESEARCH BRANCH. *Printing Trades*. 2d ed. Ottawa, Queen's Printer, 1960, Pp. 48.
- 39. Danielson, Lee Erle. Characteristics of Enginers and Scientists, Significant for their Utilization and Motivation. Ann Arbor, Bureau of Industrial Relations, University of Michigan, 1960. Pp. 136.

Reports on how engineers and scientists feel about their particular job conditions and company policies and practices and why they feel the way they do.

40. U.S. BUREAU OF LABOR STATISTICS. Factory Jobs: Employment Outlook for Workers in Jobs requiring Little or No Experience or Specialized Training. Washington, GPO, 1961. Pp. 26.

Prepared for the vocational guidance of young people in school and for others interested in selecting a field of employment. Contains job descriptions for eight specific factory jobs.

Royal Commissions

41. CANADA. ROYAL COMMISSION ON GOVERNMENT ORGANIZATION. First Report on Progress. April 1961. Ottawa, Queen's Printer, 1961. Pp. 20.

The Royal Commission on Government Organization was set up "to inquire into and report upon the organization and methods of operation of the departments and agencies of the government of Canada and to recommend the changes therein which they consider would best promote efficiency, economy and improved service in the dispatch of public business." The Commission is not holding public hearings but is receiving submissions pertaining to its terms of reference from interested organizations and individuals. This report contains descriptions of 18 projects now being carried out under the auspices of the Commission, and names of the personnel involved in each project.

42. CANADA. ROYAL COMMISSION ON THE AUTOMOTIVE INDUSTRY. *Report*. Ottawa, Oueen's Printer, 1961. Pp. 110.

The Commissioner, Professor V. W. Bladen, was appointed "to inquire into and report upon the situation of and prospects for the industries in Canada producing motor vehicles and parts therefor." He made proposals relating to excise tax, sales tax, customs duty, and Canadian content requirements for motor vehicles.

43. EDITORIAL RESEARCH REPORTS. Aid to Depressed Areas, by William B. Dickinson, Jr. Washington, 1960. Pp. 941-958.

Contents: New Effort to help Distressed Areas. Problems in relocating Idle Workers. Self-Help Activities in Depressed Areas. Federal Assistance in Rehabilitation.

44. U.S. CONGRESS. JOINT ECONOMIC COMMITTEE. Economic Programs for Labor Surplus Areas in Selected Countries of Western Europe. Materials prepared for the Joint Economic Committee, Congress of the United States. Washington, GPO, 1960 [i.e. 1961] Pp. 15.

During the summer of 1960, Members of the staff of the U.S. Congressional Joint Economic Committee visited Great Britain, Belgium, Denmark, and Sweden to see how those countries handled the problem of labour surplus areas.

Wages and Hours

- 45. Garbarino, Joseph William. Wage Escalation and Wage Inflation. Berkeley, University of California, Institute of Industrial Relations, 1961. Pp. 6.
- 46. NATIONAL ASSOCIATION OF MANUFACTURERS OF THE UNITED STATES OF AMERICA. INDUSTRIAL RELATIONS DIVISION. The Issue of the Shorter Work Week. New York, 1961. Pp. 18.
- 47. PRINCETON UNIVERSITY. INDUSTRIAL RELATIONS SECTION. WAGE Behavior in the Postwar Period: an Empirical Analysis, by William G. Bowen. Princeton, 1960. Pp. 137.

Some of the findings of this study are: "Unemployment and wages are much more loosely related than has usually been assumed; wages have gone up faster at given levels of unemployment in the postwar period than in earlier years; unions appear to have had more pronounced effects on wages in prosperous times than in recessions; [and] industrial concentration appears to be a major factor holding wages up in time of recession."

Women-Employment

48. BARNES, JOAN. A Woman's Place; Wider Horizons. London, Conservative Political Centre, 1960, Pp. 24.

Deals with the changing position of women in Great Britain, their education, their life at home, their employment, voluntary service for women, women in public life, and opportunities and responsibilities.

49. LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE. SOCIAL SCIENCE DEPART-

MENT. Women, Wife and Worker. London, HMSO, 1960. Pp. 31.

Summary of a study of married women workers at the biscuit manufacturing plant of Peek Frean Ltd., in Bermondsey, a London borough. The study examined the women's reason for working; how they managed the dual job of housekeeping and working; and their employment record.

- 50. U.S. Women's Bureau. Suggestions to Women and Girls on Training for Future Employment. Washington, GPO, 1960. Pp. 11.
- 51. ZAPOLEON, MARGUERITE (WYKOFF). Occupational Planning for Women. [1st ed.] New York, Harper, 1961. Pp. 276.

Miscellaneous

52. GREAT BRITAIN. COMMITTEE ON CHILDREN AND YOUNG PERSONS. *Report*. London, HMSO, 1960. Pp. 179.

This Committee was appointed to look into and report upon proceedings, and the powers of the courts in respect to juvenile delinquents; the constitution jurisdiction and procedure of juvenile courts; remand homes, approved school and approved probation home systems; and the prevention of cruelty to juveniles, etc.

- 53. INTERNATIONAL SOCIETY FOR THE WELFARE OF CRIPPLES. Rehabilitation and World Peace. Proceedings of the 8th World Congress of the International Society for the Welfare of Cripples held in New York, N.Y., August 28th to September 2nd, 1960. New York International Society for Rehabilitation of the Disabled [19617] Pp. 433.
- 54. LONDON, ONT. UNIVERSITY OF WESTERN ONTARIO. FACULTY OF LAW. Current Law and Social Problems. [No. 1] Editor: R. St. J. Macdonald. [Toronto] University of Toronto Press [c.1960] Pp. 204.

Contains an article on labour arbitration.

55. NATIONAL MANPOWER COUNCIL. Education and Manpower. Edited by Henry David. New York, Columbia University Press, 1960. Pp. 326.

Contains a selection of educational materials from four volumes of the National Manpower Council. The articles deal with secondary, education, vocational education, vocational guidance, and higher education.

- 56. U.S. BUREAU OF LABOR STANDARDS. Chemistry for the Safety Man. Washington, GPO, 1960. Pp. 25.
- 57. U.S. BUREAU OF LABOR STANDARDS. Impact of Automation, a Collection of 20 Articles about Technological Change, from the Monthly Labor Review. Washington, GPO, 1960. Pp. 114.

Dept. Publishes 1961 Edition of "Labour Organizations in Canada"

At the beginning of 1961, membership of labour organizations in Canada was approximately 1,447,000, a slight decline from the January 1960 total, according to the 50th annual issue of *Labour Organizations in Canada*. just published. Information for the 1961 edition was obtained in the early months of the year from national or international union headquarters, central labour congresses, and independent local organizations active in Canada.

Unions affiliated with the Canadian Labour Congress accounted for 74 per cent of the organized workers. Approximately 7 per cent of union members belonged to affiliates of another central body, the Confederation of National Trade Unions, which until 1960 was known as the Canadian and Catholic Confederation of Labour.

The grand total of 1,447,000 members reported by labour organizations in the 1961 survey was equal to approximately 32 per cent of the estimated total number of non-agricultural paid workers in Canada.

Labour Organizations in Canada, 1961 is available from the Queen's Printer, Ottawa (Catalogue No. L2-261), at 35 cents a copy.

Executive Retirement

(Cont'd from page 779)

terms of the ability of corporate managers to bring and hold together the executive group most capable of dealing with new products, machines and methods. This will mean a pattern of executive retirement at a specified age for the majority. It will also require, however, new staffing patterns which will call for individual treatment of some executives, leading perhaps to the early termination of some and to the retention of others.

This study is perhaps the most comprehensive and up to date examination of this important subject available. Included in the many aspects of executive retirement covered in considerable detail are the following: nature of the retirement problem, longevity and health, forces conditioning executive retirement approaches; mandatory retirement policies; flexible retirement approaches, implications of policy, maintaining motivation and morale, transfer of responsibility to successors, influence of retirement age, retention arrangements, voluntary early retirement, early retirement at company initiative, pre-retirement procedures and counselling, retirement policy versus practice, retirement experience in non-industrial organizations, and other interesting aspects.

*Executive Retirement and Effective Management by Richard Beaumont and James W. Tower—Industrial Relations Monograph, No. 20 Industrial Relations Counsellors Service, Inc., Canadian Office, 120 Eglinton Avenue, East, \$7.50).

Report of Board

(Cont'd from page 817)

That the agreement shall call for:

- 1. Effective January 1, 1961, the following wage adjustments shall be made:
 - (a) an across the board increase of 10.67 cents per hour to all employees.
 - (b) An additional increase, the equivalent of 1 cent per hour be paid and added to the wages of all automatic operators at the maximum.
 - (c) that an additional increase, the equivalent of 1.92 cent per hour be paid and added to all employees at the maximum.
 - (d) that an amount of 5 cents per hour be added to the above amounts, in order to begin to fill the gap between the rates in effect in the United States with those in effect in Canada, and in that way gradually reach the stage of parity in wages and conditions for the Canadian workers with the American employees.
 - (e) that the fringe benefits agreed upon between the parties become part of the new contract. Meaning Saturday premium pay, increase in group life insurance benefits, Hospital medical and surgical and the major medical insurance plan. Respectfully submitted,

(Sgd.) JEAN PARÉ, Member.

Dated Montreal June 6, 1961.

LABOUR STATISTICS

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A-Labour Force

TABLE A-1-REGIONAL DISTRIBUTION, WEEK ENDED JUNE 17, 1961

(Estimates in thousands)

Source: DBS Labour Force Survey

_	Canada	Atlantic Region	Quebec	Ontario	Prairie Region	British Columbia
The Labour Force	6,592	611	1,824	2,415	1,154	588
	4,833	464	1,363	1,725	842	439
	1,759	147	461	690	312	149
14—19 years. 20—24 years. 25—44 years. 45—64 years. 65 years and over.	855 2,982	77 88 247 173 26	210 277 827 465 45	195 280 1,124 728 88	109 144 511 343 47	42 66 273 187 20
Employed.	6,222	562	1,685	2,307	1,124	544
Men.	4,523	420	1,245	1,639	816	403
Women.	1,699	142	440	668	308	141
Agricultural	705	59	142	163	312	29
Non-Agricultural	5,517	503	1,543	2,144	812	515
Paid Workers	5,034	446	1,391	1,987	750	460
Men	3,515	320	989	1,373	500	333
Women	1,519	126	402	614	250	127
Unemployed. Men. Women.	370 310 60	49 44	139 118 21	108 86 22	30 26	44 36
Persons Not in the Labour Force. Men Women	5,408	597	1,591	1,797	896	527
	1,143	139	323	354	200	127
	4,265	458	1,268	1,443	696	400

^{*}Less than 10,000.

TABLE A-2—UNEMPLOYED

(Estimates in thousands)

Source: DBS Labour Force Survey

	June	May	June
	1961	1961	1960
Total unemployed	370	457	315
On temporary layoff up to 30 days. Without work and seeking work.	16	18	15
	354	439	300
Seeking full-time work.	332	416	287
Seeking part-time work.	22	23	13
Seeking under 1 month. Seeking 1—3 months. Seeking 4—6 months. Seeking more than 6 months.	86	70	85
	101	120	91
	72	141	62
	95	108	62

B-Labour Income

TABLE B-1-ESTIMATES OF LABOUR INCOME

Note: All figures in this table except those for 1956 have been revised. Monthly and quarterly figures may not add to annual totals because of rounding.

(\$ Millions)

Source: Dominion Bureau of Statistics

		Monthly	Total	Quarterly Totals ⁽¹⁾						
Year and Month	Mining	Manu- facturing	Trans- portation, Storage and Communication(2)	Forestry	Construc-	Public Utilities	Trade	Finance Services (including Govern- ment)	Supple- men- tary Labour income	Totals
1956—Total 1957—Total 1958—Total 1959—Total 1960—Total	498 535 527 552 551	4,586 4,838 4,828 5,103 5,200	1,560 1,661 1,677 1,773 1,779	371 336 270 288 326	1,210 1,311 1,329 1,472 1,472	239 277 298 316 327	2,069 2,265 2,359 2,528 2,641	3,546 3,920 4,295 4,705 5,095	617 683 739 819 916	14,890 16,018 16,524 17,761 18,514
MayJuneJulyAugustSeptemberOctoberNovemberDecember	45.1 46.7 46.3 46.7 46.9 45.7 45.4 44.3	437.3 443.3 435.3 437.9 442.0 437.5 432.3 422.6	149.3 152.4 155.0 154.4 153.2 151.2 148.5 144.7	72.0 88.5 91.6	363.4 446.7	81.2 84.7 82.6	657.0 663.5 685.4	1,273.6	232.9	1,537.4 1,590.2 1,578.9 1,592.3 1,620.7 1,599.8 1,573.7 1,529.4
1961— January February March April* May†.	44.2 44.4 44.5 43.2 45.6	#420.0 424.4 427.1 431.5 441.2	140.5 142.0 142.5 145.4 151.2		278.7			1,327.4		1,494.3 1,502.3 1,510.1 1,536.2 1,586.3

⁽i) Quarterly figures are entered opposite the middle month of the quarter but represent quarterly totals.
(i) Includes post office wages and salaries.
(i) Figures in this column are for total labour income, Canada, but are not totals of the figures in the remaining columns of this table, as figures for labour income in Agriculture, Fishing and Trapping are not shown.

Revised.

[†]Preliminary.

C-Employment, Hours and Earnings

Tables C-1 to C-3 are based on reports from employers having 15 or more employees—at May 1961 employers in the principal non-agricultural industries reported a total employment of 2,765,836. Tables C-4 (every second month) and C-5 are based on reports from a somewhat smaller number of firms than Tables C-1 to C-3. They relate only to wage earners for whom statistics of hours of work are also available whereas Tables C-1 to C-3 relate to salaried employees as well as to all wage earners in the reporting firms.

(1949 = 100) (The latest figures are subject to revision)

Source: Employment and Payrolls, D.B.S.

	Industrial Composite				Manufacturing				
	Index N	umbers (19	49=100)(1)	Average	Index Numbers (1949=100) Aver				
Year and Month	Employ- Aggregate Payrolls		Average Weekly Wages and Salaries	Weekly Wages and Salaries	Employ- ment	Aggregate Payrolls	Average Weekly Wages and Salaries	Weekly Wages and Salaries	
				\$				\$	
Averages 1955. 1956. 1957. 1958. 1959.	112.9 120.7 122.6 117.9 119.7	161.2 182.0 194.7 194.1 205.7	142.1 150.0 158.1 163.9 171.0	61.05 64.44 67.93 70.43 73.47	109.8 115.8 115.8 109.8 111.1	159.5 176.8 185.3 182.7 193.3	144.4 151.7 159.1 165.3 172.5	63.48 66.71 69.94 72.67 75.84	
1960 May. June. July. August. September. October. November. December.	118.9 122.8 121.9 123.1 123.1 121.5 119.7 114.8	209.8 217.7 217.8 291.0 220.7 218.2 214.5 202.4	175.4 176.1 177.6 176.8 178.2 178.3 177.9 175.0	75.36 75.67 76.28 75.94 76.55 76.60 76.43 75.18	110.6 112.1 110.2 111.7 111.6 109.6 108.1 104.1	198.1 201.8 198.4 199.7 201.6 199.4 197.2 187.0	176.9 177.8 177.8 176.5 178.2 179.6 180.0 177.2	77.80 78.16 78.18 77.62 78.37 78.95 79.16 77.92	
1961 January. February. March. April* May†.	111.6 111.0 111.1 112.6 116.9	201.4 202.5 202.3 206.3 214.0	179.2 181.1 180.7 181.8 181.5	77.00 77.80 77.64 78.12 77.99	104.3 104.6 104.9 105.4 108.3	191.6 193.5 194.4 196.7 201.5	181.1 182.5 182.8 184.1 183.5	79.65 80.24 80.36 80.95 80.70	

⁽¹⁾ Includes (1) Forestry (chiefly logging), (2) Mining (including milling), quarrying and oil wells, (3) Manufacturing (4) Construction, (5) Transportation, storage and communication, (6) Public utility operation, (7) Trade, (8) Finance, insurance and real estate and (9) Service, (mainly hotels, restaurants, laundries, dry cleaning plants, business and recreational service)

TECHNICAL NOTE—A change has been made in the method of dating the statistics published in Tables C-1 to C-6 to conform with the usual practice of the Dominion Bureau of Statistics. In the past, statistics for the last pay period in a month were labelled "pay period preceding" the first day of the following month. From now on, statistics for the last pay period in a month will be labelled for that month. Another change is that average earnings formerly expressed in cents carried to one decimal place, are now published in dollars and cents.

* Revised.

[†] Preliminary.

TABLE C-2—AREA SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES

(1949 = 100) (The latest figures are subject to revision)

Source: Employment and Payrolls D.B.S.

Area		Imploymen dex Numbe			ge Weekly laries, in I	
Alta	Apr. 1961	Mar. 1961	Apr. 1960	Apr. 1961	Mar. 1961	Apr. 1960
Provinces ·				\$	\$	8
Newfoundland Prince Edward Island Nova Scotia. New Brunswick Quebec. Ontario. Manitoba. Saskatchewan. Alberta (including Northwest Territories). British Columbia (including Yukon).	107. 4 111. 2 86. 6 88. 7 112. 1 114. 9 104. 9 116. 7 143. 7 108. 5	108.7 108.9 84.4 95.9 110.0 113.7 103.4 112.9 143.2 107.5	106.5 114.9 87.4 90.0 113.6 117.6 106.7 120.0 145.7 113.9	70.63 59.33 64.20 64.47 75.68 80.83 72.87 73.60 79.44 86.13	70.23 58.98 62.26 64.64 75.16 80.45 72.59 73.29 79.11 84.83	67.89 56.93 62.71 63.20 73.33 78.68 71.09 71.41 76.86 83.36
Canada	112.4	111.1	114.8	78.18	77.64	75.98
St. John's Sydney Halifax Moneton Saint John Chicoutimi—Jonquiere Quebec Sherbrooke Shawinigan Three Rivers Drummondville Montreal Ottawa—Hull Kingston Peterborough Oshawa Toronto Hamilton St. Catharines Niagara Fails Brantford Guelph Galt Kitchener Sudbury Timmins London Sarnia Windsor Sault Ste. Marie Ft. William—Pt. Arthur Winnipeg Regina Saskatoon Edmonton Calgary Vancouver Victoria	117. 2 74. 2 113. 8 99. 0 95. 4 108. 4 108. 2 97. 2 101. 5 108. 3 74. 9 121. 4 122. 1 115. 8 88. 6 172. 0 128. 3 105. 6 105. 1 92. 1 16. 8 115. 7 105. 2 116. 8 115. 7 105. 2 116. 8 116. 8 116. 8 116. 8 116. 8 116. 9 116. 0 116. 0 116. 0 116. 0 117. 0 117	116.0 68.8 115.6 97.9 115.7 100.4 97.7 101.4 102.4 97.7 118.9 119.0 115.2 87.3 168.9 126.9 104.4 105.7 90.0 80.9 115.9 114.9 91.9 122.9 123.8 91.9 124.1 105.7 125.8 129.9 125.8 129.9 125.8 125	121. 0 72. 0 114. 0 93. 9 100. 4 116. 0 109. 4 97. 4 101. 5 110. 9 74. 0 122. 3 121. 1 108. 7 97. 4 185. 3 128. 9 112. 6 83. 5 122. 4 113. 9 123. 0 143. 1 125. 9 147. 9 143. 1 143. 1 144. 1 145. 1 1	57. 11 57. 12 64. 66 60. 09 61. 93 97. 67 66. 72 64. 23 86. 06 73. 23 63. 49 72. 66 87. 01 85. 17 90. 45 81. 46 88. 80 89. 10 83. 42 75. 21 71. 38 87. 40 98. 90 74. 26 88. 80 89. 10 11 11 11 12 12 12 14 15 15 16 17 17 18 18 18 18 18 18 18 18 18 18 18 18 18	56. 82 68. 98 64. 34 60. 56 62. 54 95. 19 65. 36 63. 09 84. 82 69. 91 63. 76 76. 49 71. 58 76. 75 84. 73 89. 21 81. 23 85. 96 87. 72 83. 03 74. 40 71. 24 69. 85 72. 68 91. 28 73. 87 102. 87 87. 32 69. 80 77. 37 69. 77 72. 32 69. 80 73. 31 75. 20 83. 56 76. 91	55.90 76.25 61.62 59.60 60.90 89.38 63.81 63.75 83.83 68.68 61.41 74.74 69.66 73.48 84.06 72.36 72.11 70.34 67.16 89.76 68.21 71.23 71.17 72.17 71.60 89.76 68.21 71.23 76.18 68.09 68.35 67.27 72.45 85.72 72.45

TABLE C-4—HOURS IN MANUFACTURING BY PROVINCES

This table is published every second month

TABLE C-3—INDUSTRY SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES

(1949 = 100) (The latest figures are subject to revision)

Source: Employment and Payrolls, D.B.S.

	Ir	Employme idex Numb	nt ers	Averagand Sa	ge Weekly laries, in	Wages Dollars
Industry	Apr. 1961	Mar. 1961	Apr. 1960	Apr. 1961	Mar. 1961	Apr. 1960
Mining. Metal mining. Gold. Other metal. Fuels. Coal. Oil and natural gas. Non-metal.	111.5 130.0 70.7 185.3 76.2 37.5 243.1 130.9	113.0 130.3 70.2 186.3 82.7 34.8 289.0 123.5	113.4 136.6 72.6 196.3 74.2 32.5 253.6 123.4	\$ 95.11 96.34 77.56 103.02 96.40 71.35 113.02 87.43	\$ 95.88 98.47 79.44 105.15 94.22 62.33 110.73 86.75	\$ 94.22 95.64 75.33 102.64 95.99 69.97 110.35 84.02
Non-metal. Manufacturing. Durable goods. Non-durable goods. Food and beverages. Meat products. Canned and preserved fruits and vegetables. Grain mill products. Bread and other bakery products. Distilled and malt liquors. Tobacco and tobacco products. Rubber products. Leather products. Leather products. Boots and shoes (except rubber). Textile products (except clothing). Cotton yarn and broad woven goods. Woollen goods. Synthetic textiles and silk. Clothing (textile and fur). Men's clothing. Women's clothing. Women's clothing. Wond products. Saw and planing mills. Furniture. Other wood products. Paper products. Paper products. Paper products. Paper products. Printing, publishing and allied industries. Iron and steel products. Agricultural implements. Fabricated and structural steel. Hardware and tools. Heating and cooking appliances. Iron castings. Machinery Industrial. Primary iron and steel. Sheet metal products. Motor vehicles parts and accessories. Railroad and rolling stock equipment. Aircraft and parts. Motor vehicles parts and accessories. Railroad and rolling stock equipment. Shipbuilding and repairing. Non-ferrous metal products. Brass and copper products. Brass and copper products. Smelting and repairing. Non-ferrous metal products. Brass and copper products. Brass and copper products. Smelting and refaining. Electrical apparatus and supplies. Heavy electrical machinery Telecommunication equipment. Non-metallic mineral products. Clay products. Glass and glass products. Products of petroleum and coal. Petroleum refining. Chemical products.		123.5 104.9 107.0 108.2 102.7 127.6 70.5 98.6 108.2 94.7 90.3 94.0 95.3 76.4 69.6 59.1 104.8 105.7 104.8 105.7 104.8 105.7 104.8 105.7 104.8 105.7 105.7 106.8 106.7 106.8 107.8 107.8 108.6 108.7 108.6 109.7 108.6 109.7 108.6 109.7 108.6 109.7 109	123.4 108.9 114.6 104.1 107.7 78.3 102.5 110.5 99.0 77.7 103.7 88.6 60.5 83.4 88.7 96.1 71.1 100.7 101.0 109.2 83.5 120.8 121.1 120.0 124.1 108.9 79.2 151.4 102.6 118.8 112.9 125.4 106.6 118.8 112.9 125.4 106.6 118.8 112.9 125.4 106.6 118.8 112.9 125.4 106.6 118.8 112.9 125.4 106.6 118.8 112.9 125.4 106.6 118.8 112.9 125.4 106.6 118.8 112.9 125.4 106.6 118.8 112.9 125.4 106.6 118.8 112.9 125.4 106.6 118.8 112.9 125.4 106.6 118.8 112.9 128.6 129.7 130.9 128.6 139.1 128.6 141.7 128.6 141.7 150.0 134.6 108.0 108.0 109.7 135.7 138.9 133.2	87. 43 80. 96 87. 72 72. 75 81. 02 68. 55 78. 74 66. 80 96. 09 80. 87 82. 27 75.3. 84 50. 88 64. 10 60. 81	86. 75 80. 36 86. 18 75. 30 87. 31 77. 43 67. 03 98. 30 74. 47 81. 39 83. 30 74. 47 81. 39 85. 30 67. 13 85. 30 67. 14 860. 48 71. 35 50. 24 51. 88 69. 37 72. 18 65. 60 94. 17 102. 05 75. 27 86. 99 92. 94 93. 60 94. 17 102. 05 75. 27 86. 99 90. 90 92. 94 93. 60 94. 17 102. 05 75. 27 86. 99 90. 90 92. 94 93. 60 94. 17 102. 96 94. 17 102. 96 95. 85 88. 02 105. 07 89. 00 90. 12 96. 44 88. 76 91. 87 99. 44 88. 76 91. 87 99. 89 87. 56 83. 14 79. 78 98. 69 88. 31 99. 78 88. 69 83. 14 76. 97 94. 14	84. 02 78. 40 78. 40 78. 40 78. 40 77. 72. 94 70. 38 66. 09 93. 04 77. 71 79. 95 66. 09 93. 04 47. 72 66. 09 93. 04 47. 73 66. 09 68. 62 67. 72 68. 62 67. 72 70. 34 66. 43 88. 71 79. 29 68. 75 73. 47 78. 29 75. 30 88. 41 89. 91 88. 61 88. 71 79. 29 89. 92 88. 61 88. 71 79. 29 89. 94 88. 91 88. 81
Acids, alkalis and salts. Miscellaneous manufacturing industries. Construction. Building and general engineering	153.4 132.6 106.3	117.2 151.7 129.9 98.0	119.8 149.9 129.4	83.15 105.10 72.28 82.81	83.39 105.50 72.40 82.03	79.98 102.43 69.67 79.86
Electric and motor transportation	104.6 109.1 132.8	97.4 99.0 130.3	109.6 113.5 130.9	89.92 71.50 81.90	88.87 70.85 82.14	87.54 67.71 80.18
Service. Hotels and restaurants. Laundries and dry cleaning plants.	140.8 124.2 116.4	138.9 121.8 114.3	140.1 126.0 115.3	55.62 42.45 48.66	55.04 42.10	53.58 41.21
Industrial composite	112.4	111.1	114.8	78.18	47.92 77.64	47.83 75.98

TABLE C-5-HOURS AND EARNINGS BY INDUSTRY

(Hourly-Rated Wage-Earners)
Source: Man-Hours and Hourly Earnings, D.B.S.
(The latest figures are subject to revision)

Industria	Ave	erage We Hours			rage Ho Earning		Ave	erage We Wages	ekly
Industry	Apr. 1961	Mar. 1961	Apr. 1960	Apr. 1961	Mar. 1961	Apr. 1960	Apr. 1961	Mar. 1961	Apr. 1960
Mining Metal mining. Gold. Other metal. Fuels. Coal. Oil and natural gas. Non-metal. Manufacturing. Durable goods. Non-durable goods. Food and beverages. Meat products. Canned and preserved fruits and vegetables. Grain mill products. Bread and other bakery products. Distilled liquors. Malt liquors. Malt liquors. Malt liquors. Malt liquors. Malt liquors. Tobacco and tobacco products. Leather products. Leather products. Leather products. Textile products. Textile products (except rubber). Other leather products. Textile products (except clothing). Cotton yarn and broad woven goods. Woollen goods. Synthetic textiles and silk. Clothing (textile and fur). Men's clothing. Kinit goods. Wood products. Saw and planing mills. Furniture. Other wood products. Paper products. Paper products. Pulp and paper mills. Other paper products. Printing, publishing and allied industries. Fabricated and structural steel. Hardware and tools. Heating and cooking appliances. Iron castings. Machinery, industrial. Primary iron and steel. Sheet metal products. Wire and wire products. Wire and wire products. Wire and wire products. Wire and wire products. Shebundling stock equipment. Aircraft and parts. Motor vehicles Motor vehicle parts and accessories. Railroad and rolling stock equipment. Shipbuilding and refining. *Electrical apparatus and supplies. Heavy electrical machinery and equipment. Refrigerators, vacuum cleaners and appli-	41.5 41.3 39.9 40.6 40.8 40.8 40.3 40.5 40.1 41.8 40.3 39.9 41.1 39.9 41.1 43.1 43.1 43.1 43.1 43.1 40.6 41.8 40.3 39.2 41.8 40.3 39.2 41.8 40.3 39.2 40.6 40.6 40.6 40.7 40.6 40.6 40.6 40.7 40.6 40.6 40.7 40.6 40.6 40.7 40.6 40.6 40.6 40.6 40.7 40.6 40.7 40.6 40.7 40.6 40.6 40.6 40.6 40.6 40.6 40.7 40.6 40.6 40.7 40.6 40.7 40.6 40.7 40.6	10.6 42.6 43.8 42.1 38.2 34.3 42.3 41.6 40.3 40.4 40.2 40.6 41.5 38.6 41.6 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5 41.9 40.5	10. 2 41. 4 41. 9 41. 2 38. 7 38. 1 39. 5 40. 5 40. 1 40. 4 38. 9 40. 1 40. 1 40. 1 40. 3 40. 1 40. 3 40. 1 40. 1	\$.13 2.21 1.77 1.96 1.72 2.37 1.96 1.72 2.37 1.96 1.60 1.49 1.70 1.66 1.23 1.90 1.47 2.09 1.23 1.18 1.18 1.18 1.18 1.18 1.18 1.25 1.10 1.25 1.35 1.35 1.35 1.35 1.35 1.35 1.35 1.3	\$\begin{array}{cccccccccccccccccccccccccccccccccccc	\$.12 2.19 11.67 2.39 2.00 11.94 11.64 11.65 11.43 11.80 11.44 12.02 12.23 11.20 11.16 11.30 11.30 11.35 11.24 11.16 11.21 11.2	\$7.94 91.27 71.00 99.27 77.97 69.91 91.49 84.10 67.16 67.16 67.35 58.60 73.73 73.73 84.22 91.58 75.67 76.34 55.05 57.40 56.43 55.23 66.33 45.12 44.40 47.08 44.58 67.13 71.59 60.91 56.75 90.21 69.15 88.20 60.91 69.15 88.75 68.43 85.45 76.63 88.20 70.68 88.20 88.20 88.20 88.20 88.20 88.20 88.20 88.20 88.20 88.20 88.20 90.20 88.20	\$9. 18 93. 76 74. 75 101. 45 77. 56 59. 28 96. 65 59. 28 96. 65 80. 16 67. 12 67. 12 67. 12 77. 22 26 82. 79 72. 26 82. 79 74. 22 82. 79 74. 22 84. 48 74. 96 49. 28 47. 14 45. 37 45. 81 45. 43 56. 23 54. 92 68. 48 70. 05 56. 47 87. 56 87. 73 88. 48 70. 05 56. 47 87. 56 88. 70 88. 61 88. 61 8	\$7.37 90.78 69.98.58 77.52 66.36 91.92 80.60 72.37 79.21 65.60 70.77 75.55 70.77 77.85 62.48 61.52 42.38 61.52 43.16 42.38 64.47 74.11 45.38 61.52 61.53 61.
ances. Wire and cable Miscellaneous electrical products. *Non-metallic mineral products. Clay products. Glass and glass products. Products of petroleum and coal. Chemical products. Medicinal and pharmaceutical preparations. Acids, alkalis and salts. Miscellaneous manufacturing industries. Construction. Building and general engineering. Highways, bridges and streets. Electric and motor transportation. Service. Hotels and restaurants. Laundries and dry cleaning plants.	40.5 41.3 40.2 42.2 42.2 40.7 40.9 40.7 40.4 41.7 39.4 39.5 39.6 38.6 41.0	39.2 40.5 40.3 41.3 41.5 40.7 41.6 40.8 40.2 40.8 41.6 38.6 38.6 38.6 38.9 38.7 40.6	39.6 41.2 39.8 41.4 41.1 41.1 40.2 41.1 41.4 39.2 39.6 39.6 39.2 41.6	1.89 2.03 1.76 1.85 1.69 1.85 2.54 2.02 2.33 1.51 2.02 2.20 1.70 1.89 1.07	1.91 2.04 1.76 1.87 1.68 1.87 2.55 2.03 1.57 2.33 1.50 2.04 1.72 1.89 1.06 1.03	1,86 2,00 1,73 1,78 1,66 1,77 2,54 1,95 2,24 1,47 1,96 1,82 1,82 1,04 1,00	76. 72 84. 01 70. 73 77. 89 71. 17 75. 51 103. 78 82. 21 94. 33 62. 82 79. 59 86. 78 66. 40 81. 19 41. 71 40. 26 42. 15	74.74 82.79 70.96 77.20 69.83 76.16 104.71 62.94 95.15 78.73 85.30 66.55 78.73 81.33 41.41 40.17	73.59 82.40 69.03 74.45 68.63 72.76 104.10 79.65 60.52 92.08 60.78 76.91 84.34 63.16 63.16 79.28 49.99 39.65

^{*}Durable manufactured goods industries.

TABLE C-6-EARNINGS AND HOURS OF HOURLY-RATED WAGE EARNERS IN MANUFACTURING

Source: Man-Hours and Hourly Earnings, D.B.S.

Period	Hours Worked	Average Hourly	Average Weekly	Index Number of Average Weekly Wages (1949=100)		
	Per week	Earnings	Wages	Current Dollars	1949 Dollars	
	No.	\$	\$	No.		
Monthly Average 1955. Monthly Average 1956. Monthly Average 1957. Monthly Average 1958. Monthly Average 1959.	41.0	1.45	59.45	142.4	122.4	
	41.0	1.52	62.40	149.5	126.3	
	40.4	1.61	64.96	155.6	127.4	
	40.2	1.66	66.77	160.0	127.7	
	40.7	1.72	70.16	168.1	132.8	
Last Pay Period in: 1960 May. June July. August. September October. November December	40.1	1.79	71.69	171.8	134.6	
	40.4	1.79	72.19	173.0	135.6	
	40.6	1.77	72.01†	172.5	134.9	
	40.5	1.76	71.46	171.2	133.3	
	40.9	1.77	72.37	173.4	134.0	
	40.6	1.78	72.66	174.1	134.3	
	40.6	1.79	72.82	174.5	134.6	
	38.7	1.82	70.60	169.1	130.9	
1961 January. February. March. April† May‡	40.1	1.81	72.76	174.3	135.2	
	40.4	1.82	73.40	175.9	136.2	
	40.3	1.83	73.64	176.4	136.7	
	40.6	1.84	74.56	178.6	138.5	
	40.5	1.84	74.38	178.2	138.1	

Note: The index of average weekly wages in 1949 dollars is computed by dividing the index of average weekly wages in current dollars by the Consumer Price Index. For a more complete statement of uses and limitations of the adjusted figures see Man-Hours and Hourly Earnings, D.B.S., page ii.
† Revised.
† Latest figures subject to revision.

D—National Employment Service Statistics

Tables D-1 to D-5 are based on two statistical reports of the National Employment Service. These reports serve different operational purposes and, therefore, the data are not necessarily identical.

TABLE D-1-UNFILLED VACANCIES AND REGISTRATIONS FOR EMPLOYMENT

	Period	Uı	afilled Vacano	cies*	Registrations for Employment			
	1 errod	Male	Female	Total	Male	Female	Total	
Date Nearest: July July July July July July July	1, 1955	18,741 40,016 21,843 11,011 14,579	17,392 22,292 17,643 13,040	36, 133 62, 308 39, 486 24, 051	152,711 116,849 180,521 350,897	77,865 72,618 85,981 155,245	230,570 189,46° 266,500 506,14°	
July August	1, 1959	17,227 14,673	16, 464 15, 875 12, 594	31,043 33,102 27,267	193,774 258,719 242,582	114,377 131,936 128,062	308, 15 390, 65 370, 64	
November November	1, 1960 1, 1960 1, 1960 1, 1960	13,748 12,239 11,944 15,932	14,427 13,796 10,866 10,799	28,175 26,035 22,810 26,731	236, 969 228, 632 281, 484 393, 856	117,044 115,358 124,255 144,123	354,01 343,99 405,73 537,97	
January February March April May June July	1, 1961. 1, 1961. 1, 1961. 1, 1961. 1, 1961. 1, 1961. 1, 1961(1) 1, 1961(1)	9,859 8,866 8,786 9,927 14,098 17,078 15,103	7,996 8,377 9,513 11,387 13,802 17,208 16,445	17, 855 17, 243 18, 299 21, 314 27, 900 34, 286 31, 548	570,789 668,766 691,351 683,034 594,904 418,218 268,284	163, 893 185, 972 186, 991 180, 982 172, 884 151, 611 125, 447	734,68 854,73 878,34 864,01 767,78 569,82 393,73	

⁽¹⁾ Latest figures subject to revision.

^{*} Current Vacancies only. Deferred Vacancies are excluded.

TABLE D-2—UNFILLED VACANCIES BY INDUSTRY AND BY SEX AS AT MAY 31, 1961(1)

					Chan	ge froi	n
Industry	Male	Female	Total		ril 28, 961		y 31, 960
Agriculture, Fishing, Trapping	547	193	740		188	-	1,659
Forestry	1,589	6	1,595	+	624	-	2,971
Mining, Quarrying and Oil Wells. Metal Mining. Fuels Non-Metal Mining. Quarrying, Clay and Sand Pits. Prospecting.	342 214 121	51 21 18 2 1	825 363 232 123 14 93	+++	73 11 2 61 2 23		418 272 123 14 1 8
Manufacturing Foods and Beverages. Tobseco and Tobacco Products. Rubber Products. Leather Products. Textile Products (except clothing). Clothing (textile and fur). Wood Products. Paper Products. Paper Products. Printing, Publishing and Allied Industries. Iron and Steel Products. Transportation Equipment. Non-Ferrous Metal Products. Electrical Apparatus and Supplies. Non-Metallic Mineral Products. Products of Petroleum and Coal. Chemical Products. Miscellaneous Manufacturing Industries.	21	2,165 467 14 8 126 88 617 72 66 129 123 46 38 99 38 17 111	5,897 1,070 22 29 169 176 752 526 301 266 650 490 195 363 196 72 361 259	++++++++++++++++	1,242 565 18 5 2 2 5 5 76 61 36 17 60 44 45 36 36	+++++++++++++++++++++++++++++++++++++++	333 476 11 9 22 37 82 161 124 7 60 35 78 142 33 2 105 59
Construction General Contractors Special Trade Contractors.	1,471 995 476	106 73 33	1,577 1,068 509	+++	449 318 131		253 232 21
Transportation, Storage and Communication Transportation. Storage. Communication.	1,190 950 22 218	355 173 11 171	1,545 1,123 33 389	+ + +	9 109 1 117	-+	161 55 8 208
Public Utility Operation	124	64	188	+	19	-	22
Trade	2,364 766 1,598	2,368 545 1,763	4,672 1,311 3,361	++++	683 226 457		319 38 281
Finance, Insurance and Real Estate	709	661	1,370	+	21	-	270
Service. Community or Public Service. Government Service. Recreation Service. Business Service. Personal Service.	4,452 872 2,118 82 581 799	11,177 2,654 1,163 135 459 6,766	15,629 3,526 3,281 217 1,040 7,565	++++++	2,278 836 60 5 176 1,201	++++	27 395 587 8 36 927
GRAND TOTAL	16,952	17,086	34,038	+	5,210	-	5,713

⁽¹⁾ Preliminary—subject to revision.

Current vacancies only. Deferred vacancies are excluded.

TABLE D-3—UNFILLED VACANCIES AND REGISTRATIONS FOR EMPLOYMENT BY OCCUPATION AND BY SEX AS AT MAY 31, 1961(1)

	Unf	illed Vacancie	28(2)	Registratio	Registrations for Employment			
Occupational Group	Male	Female	Total	Male	Female	Total		
Professional and Managerial Workers	3,717	2,468	6, 185	10,099	2,806	12,905		
Clerical Workers	1,423	3,978	5,401	19,942	52,927	72,869		
Sales Workers	1,580	1,035	2,615	8,309	18,288	26,597		
Personal and Domestic Service Workers.	1,516	7,543	9,059	37,742	25,200	62,942		
Seamen	4		4	1,731	18	1,749		
Agriculture, Fishing, Forestry (Ex. log.).	743	80	823	4,459	595	5,054		
Skilled and Semi-Skilled Workers	5,869	1,185	7,054	201,865	23,944	225,809		
Food and kindred products (incl. tobacco) Textiles, clothing, etc Lumber and lumber products. Pulp, paper (incl. printing). Leather and leather products. Stone, clay and glass products. Metalworking. Electrical Transportation equipment. Mining. Construction. Transportation (except seamen) Communications and public utility Trade and service. Other skilled and semi-skilled. Foremen. Apprentices.	75 116 1,656 80 27 14 666 100 7 54 873 571 20 222 1,179 86 124	11 771 4 19 81 1 14 19 203 25 24	86 886 1,660 99 108 15 680 119 7 54 873 584 20 425 1,204 110	1, 621 4, 016 31, 808 1, 412 1, 356 532 19, 000 4, 575 836 2, 816 47, 563 38, 347 1, 400 6, 233 28, 351 4, 349 7, 650	831 14,875 134 650 1,365 40 1,035 1,172 32 6 6 2,093 1,177 352 9	2, 452 18, 891 31, 942 2, 062 2, 721 572 20, 035 5, 747 868 2, 816 47, 569 38, 514 1, 406 8, 326 29, 528 4, 701 7, 659		
Unskilled Workers Food and tobacco. Lumber and lumber products. Metalworking. Construction. Other unskilled workers.	2,226 288 208 80 771 879	919 513 12 12	3,145 801 220 92 771 1,261	134,071 5,322 16,899 6,656 67,261 37,933	27,833 8,130 414 697 18,588	161,904 16,452 17,313 7,353 67,265 56,521		
GRAND TOTAL	17,078	17,208	34,286	418,218	151,611	569,829		

⁽¹⁾ Preliminary—subject to revision.

⁽²⁾ Current vacancies only. Deferred vacancies are excluded.

TABLE D-4-UNFILLED VACANCIES AND REGISTRATIONS AT MAY 31, 1961

	Un	filled Vacano	cies(2)	Reg	istrations	
Office	(a) May 31, 1961	Previous Month April 28, 1961	Previous Year June 2, 1960	(1) May 31, 1961	Previous Month April 28, 1961	Previous Year June 2, 1960
Newfoundland Corner Brook Grand Falls	542 26 1	422 39 1	276 32 6	20,335 4,950 1,739	28,287 6,166 3,360	17,816 4,324 1,365
St. John's. Prince Edward Island. Charlottetown. Summerside.	515 161 27 134	382 86 31 55	238 241 139 102	13,646 3,145 1,820 1,325	18,761 5,195 3,125 2,070	12,127 2,392 1,445 947
Nova Scotia	1,194 31 25	933 37 17	992 27 38	26,455 987 1,437	37,617 1,378 2,225	20,670 1,146 1,220
Halifax Inverness. Kentville Liverpool.	571 207 33	498 128 7	277 17	6,150 849 2,778 609	7,030 1,291 3,940 896	5,660 693 2,044 498
New Glasgow Springhill Sydney Sydney Mines Truro	129 3 28 40	90 1 14 22	38 28	3,208 1,106 3,578 2,095	4,726 1,468 7,002 2,163	2,273 821 3,472
Truro. Yarmouth. New Brunswick. Bathurst.	72 55 999 16	81 38 1,105 21	50 51 1,514 15	1,772 1,886 27,241	2,647 2,851 39,795 5,669	1,251 1,592 21,665 3,236
Campbellton Edmundston Fredericton Minto	68 61 110 32	10 175 93 24	485 136 172 93	3,807 3,078 1,785 2,384 606	3,555 3,557 3,241 707	2,427 1,266 1,952 469
Moneton Newcastle Saint John St. Stephen	452 169 34	208 226 131 94	283 1 218 29	5,558 3,007 3,103 1,620	8,532 3,977 4,695 2,236	4,320 2,525 2,647 1,261
Sussex. Woodstock. Quebec. Alma.	7,595	5 118 5,879 12	28 54 12,096 13	579 1,714 178,756 2,551	973 2,653 246,018 3,142	182,051 2,301
Asbestos. Baie Comeau. Beauharnois. Buckingham.	143 24 52	3 11 16 12	5 51 15 138	704 873 1,240 1,208	929 1,420 1,666 1,861	579 910 1,116 1,055
Causapscal	119 18 132 14	27 8 151 15	62 25 105 80	2,308 1,229 2,455 380	3,569 2,233 3,420 583	2,602 1,497 1,964 350
Cowansville. Dolbeau. Drummondville. Farnham. Forestville.	134 86 130 57	52 44 117 4	194 31 57 442	1,933 2,068 602 990	3,196 2,583 961 1,756	1,967 2,251 706 1,091
Gaspé. Granby. Hull. Joliette. Jonquière.	17 9 57 288	8 36 64 136	26 95 66 167	1,407 2,087 3,590 3,549	2,425 2,670 4,900 5,140	1,489 1,608 2,573 3,941
La Malbaie	44 19 41 23	61 29 11 43	62 16 46 1,036	2,821 589 1,681 1,045	3,487 1,020 2,963 1,599	2,347 819 1,646 900
Lévis. Louiseville. Magog. Maniwaki.	19 29 3 17	36 22 3 17	49 33 24 157	3,481 1,043 525 1,170	5, 127 1, 620 715 2, 116	3,785 997 423 775
Matane Mégantic Mont-Laurier Montmagny	14 18 37 8	88 1 24 11	364 10 29 15	1,403 1,451 1,141 2,413	4,621 1,989 1,915 3,159	2,976 887 926 2,142
Montreal New Richmond. Port Alfred. Quebec.	3,025 24 5 790	2,555 35 24 543	4,747 64 35 703	62,041 1,808 1,201 12,297	76,108 2,649 1,521 16,310	66,477 1,734 1,093 11,665
Rimouski Rivière du Loup Roberval Rouyn Sto Aartho	85 259 115 52 96	69 96 20 120 25	139 160 172 50 79	3,926 5,076 1,705 4,316 881	5,980 7,845 2,580 5,395 1,970	3,961 4,817 1,904 4,831 817
Ste. Agathe	96 96 33 99 74	118 57 49 55	82 46 174 47	952 1,861 1,934 2,023	1,970 1,381 2,698 2,881 2,543	965 2,096 2,338 2,304
St. Jean. St. Jérôme Sept-Îles. Shawinigan.	64 104 207	39 95 146	81 354 77 283	1,377 3,017 4,634	2,400 3,727 6,273 5,811	1,747 2,573 4,803 4,131
Sherbrooke. Sorel. Thetford Mines. Trois-Rivières.	188 70 25 138	178 57 87 127	56 59 173	4,250 1,576 1,583 4,749	2,390 2,330 6,437	1,771 1,769 3,347

TABLE D-4-UNFILLED VACANCIES AND REGISTRATIONS AT MAY 31, 1961

	Un	filled Vacanc	ies ⁽²⁾	Regi	strations	
Office	(1)	Previous	Previous	(1)	Previo	
	May 31, 1961	Month April 28, 1961	Year June 2, 1960	May 31, 1961	Month April 28, 1961	June 2 1960
ebec—Cont'd.	37	36	28	3,017	3,594	2,5
Val d'OrValleyfield	28	46	26	2,046	2,926	2,3
Victoria ville	44	56	35 1,013	1,699 2,750	2,768 4,716	2,1 3,2
Ville St. Georges	376	184				
Arnprior	11,053 112	10,276 55	10,441	176,751 249	236,781 464	176,3
Barrie	35	55	58	1,246	1,651	1,3
Belleville	87	117	53	$1,943 \\ 658$	2,566 1,800	1,9
Brampton	227 55	87 48	177 36	1,060	1,806	1,2
Brantford	72	75	116	2,494	3,114	3,0
Brockville	39 22	47 26	35 5	491 295	851 456	1
Chatham	188	102	60	2,731	3,008	2,4
Cobourg	45	47	59	840 596	1,114 1,052	8'
Cornwall	5 157	95	18 134	3,108	4,040	3,3
Elliot Lake	44	48	63	412	560	4
Fort Erie	62	8 52	16 60	570 601	666 1,045	5 4
Fort William	205	174	106	2,350	3,403	1,9
Galt	116 21	77 16	102 40	2,034 266	2,158 386	1,2
Goderich	27	27	25	394	669	3
Guelph	49	28	31	2,243	2,585	2,1
Hamilton Hawkesbury	749 14	854 18	811 15	14,528 586	18,414 1,093	13,5
Kapuskasing	190	33	186	1,992	2,687	1,3
Kenora	87 98	61 86	56 168	617 1,943	1,271 2,349	2,0
Kirkland Lake	58	63	70	1,516	2,355	1,3
Kitchener	178	132	102	3,163	4,145	2,5
LeamingtonLindsay	28 13	29 15	60	1,360 508	1,699 877	1,1
Listowel	14	23	28	287	530	3
London Long Branch	539 276	555 238	603 209	5,155 3,854	5,817 4,609	5,0 3,3
Midland	23	13	30	577	1,129	5
Napanee	5 66	6 37	10	565	748	5
Newmarket Niagara Falls	213	43	41 60	1,341 2,468	1,931 3,262	1,6
North Bay Oakville	45 123	71	42	1,755	3,055	1,9
Orillia	23	132 21	73 30	812 1,016	1,075 1,447	8
Ochowo	83	100	131	4,111	5,176	4,4
Ottawa. Owen Sound. Parry Sound. Pembroke. Perth. Peterborough.	1,173 43	962 42	915 71	6,125 1,374	$8,132 \\ 2,022$	5,8
Parry Sound	1	9		292	689	1
Perth.	120 30	112 25	118 51	1,939 461	2,644 743	1,8
Peterborough	75	74	158	3,546	4,855	3,4
Port Arthur	219	11 443	403	213 3,746	410	2
Port Colborne	24	22	15	817	6,070	3,0
Prescott	33 10	42	34	746	1,040	1
Picton. Port Arthur. Port Colborne Prescott. Renfrew. St. Catharines St. Thomas	248	14 220	10 259	3.953	5,073	3.
St. Thomas	43	43	52	1,232	1,544	1,
St. Catharines St. Thomas. Sarnia. Sault Ste. Marie. Simcoe. Sioux Lookout Smiths Falls. Stratford. Sturgeon Falls.	131 181	135 149	109 252	2,615 2,897	3,060	2,0
Simcoe	86	48	119	930	1,929	0,
Smiths Falls	8 3	7	16	311	497	
Stratford	38	67	16 41	492 665	666 1,116	
Sturgeon Falls Sudbury	14 286	16	25	703	1,147	
Tillsonburg	31	338 49	212 26	4,529	6,183	4,
Tillsonburg. Timmins.	76	126	80	2,539	3,705	2,
Toronto	2,910 98	2,752 83	2,568	44,124	58,567	50,
Trenton. Walkerton. Wallecohurg	66	72	51 56	715 679	994 1,044	
Wallaceburg. Welland.	7	17	6	881	1.108	1
	164 267	169 256	80 196	2,070 3,671	2,565 4,707	2,
Windsor	220	198	402	9,638	10,998	7,
##OOdstock	47	50	84	1,132	1,688	1,
Brandon	3,013 214	3,063 236	3,206	23,508	32,500	19,
	70	230 56	231 25	1,695 1,195	2,913 2,078	1,
Flin Flon. Portage la Prairie.	61	25	61	186	277	1
I HC I 88	71	108	61	925 363	1,428 496	
Winnipeg	2,565	2,593	2,712	19,144	25,308	15,

TABLE D-4-UNFILLED VACANCIES AND REGISTRATIONS AT MAY 31, 1961

(Source: National Employment Service, Unemployment Insurance Commission)

	Un	filled Vacanc	ies(2)	Regi	istrations	
Office	(1) May 31, 1961	Previous Month April 28, 1961	Previous Year June 2, 1960	(1) May 31, 1961	Previous Month April 28, 1961	Previous Year June 2, 1960
Saskatchewan Estevan Lloydminster Moose Jaw North Battleford Prince Albert Regina Saskatoon Swift Current Weyburn Yorkton	2,344 36 44 85 50 146 969 825 44 26 119	1,263 45 55 58 42 166 298 374 59 29 137	1,687 50 41 197 31 98 832 201 85 36 116	15,988 303 378 1,029 872 1,771 2,947 5,708 412 346 2,222	22,796 537 681 1,712 1,541 2,860 5,325 5,400 823 592 3,325	13,384 275 393 1,022 963 1,504 2,583 3,895 323 184 2,242
Alberta. Blairmore. Calgary. Drumheller. Edmonton. Edson Grande Prairie. Lethbridge. Medicine Hat. Red Deer.	4,725 17 1,540 107 2,463 34 122 99 135 208	2,560 20 750 117 1,057 49 87 175 91	5,878 27 1,474 32 2,528 31 41 1,467 177 101	33,019 579 9,806 592 16,142 665 1,194 1,885 853 1,303	41,853 841 11,816 788 19,699 828 1,753 2,767 1,259 2,102	29,401 369 9,072 504 14,370 508 1,135 1,674 617 1,152
British Columbia Chilliwack Courtenay Cranbrook Dawson Creek Duncan Kamloops Kelowna Kitimat Mission City Nanaimo Nelson New Westminster Penticton Port Alberni Prince George Prince Rupert Princeton Quesnel Trail Vancouver Vernon Victoria Whitehorse	2,660 69 49 49 17 20 37 42 20 6 57 20 16 259 22 34 38 25 12 30 61 1,541 36 192	2,313 69 31 29 57 27 39 22 46 47 17 266 28 47 41 38 47 41 18 974 31 161	2,651 54 65 50 10 42 10 26 37 21 29 18 403 19 59 22 15 25 115 1,328 51 160 73	64,631 1,360 918 1,231 1,395 667 1,226 1,102 141 994 1,145 891 8,510 1,404 640 2,702 1,453 905 29,136 1,905 4,490 568	76, 946 1, 834 1, 886 1, 531 1, 747 708 1, 490 1, 510 234 1, 194 1, 220 10, 204 1, 881 790 2, 051 2, 051 1, 206 2, 061 1, 206 2, 2, 86 4, 842 881	59,601 1,217 938 921 1,039 941 1,106 1,106 225 1,124 998 745 8,348 1,121 570 2,841 1,167 2,83 1,608 947 1,452 4,366 325
Canada	34,286 17,078 17,208	27,900 14,098 13,802	38,982 21,772 17,210	569,829 418,218 151,611	767,788 594,904 172,884	542,424 389,576 152,848

⁽¹⁾ Preliminary subject to revision.

TABLE D-5-PLACEMENTS EFFECTED BY EMPLOYMENT OFFICES, 1956-1961

Year	Total	Male	Female	Atlantic Region	Quebec Region	Ontario Region	Prairie Region	Pacific Region
1956	840,129 986,073 958,300 336,069	748, 464 586, 780 548, 663 661, 872 641, 872 228, 860 249, 459	298, 515 290, 924 291, 466 324, 201 316, 428 107, 209 116, 407	68,522 59,412 56,385 70,352 86,848 30,605 32,680	252,783 215,335 198,386 239,431 252,019 91,733 107,132	379,085 309,077 287,112 336,527 302,048 111,589 119,638	210, 189 185, 962 181, 772 211, 951 198, 474 70, 667 75, 515	136, 400 107, 918 116, 474 127, 812 118, 911 31, 475 30, 901

⁽²⁾ Current vacancies only. Deferred vacancies are excluded.

E-Unemployment Insurance

TABLE E-1-BENEFICIARIES AND BENEFIT PAYMENTS BY PROVINCE, MAY 1961

Source: Report on Operation of the Unemployment Insurance Act, D.B.S.

Province	Estimated Average Number of Beneficiaries Per Week (in thousands)	Weeks Paid	Amount of Benefit Paid
Newfoundland Prince Edward Island Nova Scotia New Brunswick Quebec. Ontario. Manitoba Saskatchewan Alberta. British Columbia. Total, Canada, May 1961 Total, Canada, April 1961 Total, Canada, April 1961 Total, Canada, May 1960.	26.9 4.1 29.9 34.1 177.5 169.8 28.1 15.3 28.2 52.5 	118, 341 18, 246 131, 580 149, 984 781, 070 747, 099 110, 483 67, 495 123, 953 231, 024 2, 479, 275 2, 691, 331 2, 355, 280	3,050,684 398,265 2,944,140 3,442,333 18,322,431 17,625,363 2,573,238 1,594,477 3,004,541 5,658,627

TABLE E-2—CLAIMANTS CURRENTLY REPORTING TO LOCAL OFFICES BY NUMBER OF WEEKS ON CLAIM, PROVINCE AND SEX, AND PERCENTAGE POSTAL, MAY 31, 1961

(Counted on last working day of the month)

Source: Report on Operation of the Unemployment Insurance Act, D.B.S.

SOURCE: Report on Operation of the Onemployment Insurance Act, D.B.S.										
	Total		:	Number	of weeks	on claim			Percent-	May 31, 1960
Province and Sex	Claimants	2 or Less	3-4	5-8	9-12	13-16	17-20	Over 20	Postal	Total claimants
CanadaMale. Female	340,950 242,648 98,302	69,437 49,325 20,112	30,615 21,528 9,087	52, 437 38, 513 13, 924	42,753 32,113 10,640	36,807 26,943 9,864	32,002 22,305 9,697	76,899 51,921 24,978	32.2 36.1 22.5	364,323 258,117 106,206
Newfoundland	9,982	871	642	1,341	1,476	1,640	1,280	2,732	71.1	9,295
	8,936	755	564	1,242	1,381	1,498	1,137	2,359	73.2	8,229
	1,046	116	78	99	95	142	143	373	53.2	1,066
Prince Edward Island Male Female	1,171	161	111	172	128	133	127	339	65.2	1,046
	838	114	87	132	91	104	89	221	70.9	732
	333	47	24	40	37	29	38	118	51.1	314
Nova Scotia	15,683	2,319	1,074	2,529	1,826	1,545	1,873	4,517	46.3	18,626
	12,583	1,818	814	2,108	1,496	1,223	1,492	3,632	48.6	15,733
	3,100	501	260	421	330	322	381	885	36.6	2,893
New Brunswick	14,859	1,791	1,059	3, 107	1,983	1,626	1,487	3,806	60.3	14, 167
	12,074	1,395	881	2, 753	1,666	1,370	1,176	2,833	63.0	11, 237
	2,785	396	178	354	317	256	311	973	48.7	2, 930
Quebec	106,536	22,347	9,464	15,439	13,673	12,606	9,818	23,189	33.9	120,681
	77,061	15,460	6,499	11,009	10,843	10,141	7,354	15,755	38.1	87,285
	29,475	6,887	2,965	4,430	2,830	2,465	2,464	7,434	23.1	33,396
Ontario Male Female	114,757	26,562	10,971	17,536	13,535	11, 180	10, 155	24,818	21.7	122,049
	76,768	18,473	7,429	12,103	9,285	7, 213	6, 479	15,786	23.4	79,996
	37,989	8,089	3,542	5,433	4,250	3, 967	3, 676	9,032	18.1	42,053
Manitoba	13,692	1,884	1,291	2,320	2,116	1,853	1,419	2,809	26.2	13, 180
	9,374	1,277	914	1,623	1,414	1,268	987	1,891	30.5	8, 566
	4,318	607	377	697	702	585	432	918	17.1	4, 614
Saskatchewan	7,629	1,255	575	1,177	903	847	896	1,976	46.0	7,674
	5,046	824	360	846	613	562	561	1,280	51.7	5,206
	2,583	431	215	331	290	285	335	696	35.0	2,468
Alberta Male Female	18,753	3,925	1,778	2,909	2,532	2,141	1,821	3,647	36.5	18,945
	13,451	2,934	1,349	2,216	1,873	1,517	1,230	2,332	42.0	13,969
	5,302	991	429	693	659	624	591	1,315	22.7	4,976
British Columbia Male Female	37,888	8,322	3,650	5,907	4,581	3,236	3,126	9,066	28.3	38,660
	26,517	6,275	2,631	4,481	3,451	2,047	1,800	5,832	31.4	27,164
	11,371	2,047	1,019	1,426	1,130	1,189	1,326	3,234	21.3	11,496

TABLE E-3-INITIAL AND RENEWAL CLAIMS FOR BENEFIT BY PROVINCE, MAY, 1961

Source: Report on Operation of the Unemployment Insurance Act, D.B.S.

A STREET STREET	Claims	filed at Loca	al Offices	Disposal of Claims and Claims Pending at End of Month				
Province	Province Total*		Renewal	Total Disposed of†	Entitled to Benefit	Not Entitled to Benefit	Pending	
Newfoundland Prince Edward Island Nova Scotia New Brunswick Quebec. Ontario Manitoba Saskatchewan Alberta. British Columbia	4,008	3,549	459	4,992	3,916	1,076	859	
	584	475	109	714	624	90	86	
	6,778	4,859	1,919	8,256	7,149	1,107	1,258	
	6,177	4,932	1,245	7,161	5,861	1,300	1,130	
	50,434	34,699	15,735	53,771	45,449	8,322	12,088	
	57,779	36,329	21,450	59,147	47,000	12,147	12,488	
	6,023	4,427	1,596	6,504	5,198	1,306	807	
	3,287	2,553	734	3,857	3,126	731	563	
	8,519	5,716	2,803	9,134	7,137	1,997	1,500	
	18,470	11,613	6,857	19,209	15,163	4,046	3,430	
Total, Canada, May 1961	162,059	109, 152	52,907	172,745	140,623	32,122	34,209	
Total, Canada, April 1961	209,551	144, 114	65,437	234,788	205,470	29,318	44,895	
Total, Canada, May 1960	165,635	110, 237	55,398	180,704	152,707	27,997	39,200	

^{*}In addition, revised claims received numbered 42,454.

TABLE E-4—ESTIMATES OF THE INSURED POPULATION UNDER THE UNEMPLOYMENT INSURANCE ACT*

Source: Report on Operation of the Unemployment Insurance Act, D.B.S.

End of:	Total	Employed	Claimants
1961—April. March. February. January.	4,147,000 4,210,000 4,247,000 4,240,000	3,433,900 3,372,000 3,374,200 3,393,100	713,100 838,000 872,800 846,900
1960—December. November. October. September. August. July. June. May. April.	4,251,000 4,110,000 4,002,000 3,998,000 4,003,000 3,985,000 4,014,000 4,114,000 4,109,580 4,222,000	3,496,900 3,624,800 3,671,800 3,718,500 3,722,800 3,690,900 3,717,600 3,591,520 3,507,100	754,100 485,200 330,200 279,500 280,200 294,100 296,400 518,060 714,900

^{*}Revised on the basis of June 1, 1960 book renewal.

In addition, 43,804 revised claims were disposed of. Of these, 4,901 were special requests not granted and 1,595 were appeals by claimants. There were 9,443 revised claims pending at the end of the month.

[†] The number of persons reporting to local offices as claimants during the first two weeks of book renewal. For other months, the claimants are as shown in Table E-2.

F—Prices

TABLE F-1-TOTAL AND MAIN COMPONENTS OF THE CONSUMER PRICE INDEX

1957 Weighted

(1949 = 100)

Calculated by the Dominion Bureau of Statistics

	Total	Food	Housing	Clothing	Transpor- tation	Health and Personal Care	Recreation and Reading	Tobacco and Alcohol
1957—Year	122.6	118.6	127.3	108.2	133.2	139.9	134.2	109.1
	125.7	122.9	129.3	109.5	136.6	146.6	142.0	110.1
	127.2	122.2	131.5	109.7	140.5	151.0	144.4	113.8
	128.4	122.6	132.9	111.0	141.1	154.8	145.6	115.8
1960—July	128.3	122.6	132.9	111.1	139.9	155.4	145.0	115.8
	128.6	123.3	133.1	110.5	140.2	154.9	145.1	115.8
	128.2	122.5	133.2	110.7	138.8	154.9	145.1	115.8
	128.7	123.5	133.3	111.3	138.7	155.7	145.8	115.8
	129.1	123.5	133.3	112.4	141.9	154.7	146.6	115.8
	129.3	124.2	133.3	112.4	141.8	154.7	146.6	115.8
1961—January Pebruary March April May June July	129.2	124.4	133.2	111.6	141.1	155.0	146.3	115.8
	128.9	124.0	133.1	111.5	141.1	154.6	146.7	115.7
	129.1	124.0	133.2	111.8	141.0	154.4	146.6	115.7
	129.1	123.9	133.2	111.9	141.0	155.3	145.5	115.8
	129.0	123.2	132.9	112.4	141.8	155.3	146.0	115.8
	129.0	123.5	132.9	112.5	141.2	155.0	145.8	115.8
	129.0	124.9	132.9	112.2	138.7	155.1	145.0	115.8

TABLE F-2—CONSUMER PRICE INDEXES FOR REGIONAL CITIES OF CANADA AT THE BEGINNING OF JUNE 1961

(1949 = 100)

Many Mary 1	Total					House-	Other Commod-	
	June 1960	May 1961	June 1961	Food	Shelter	Clothing	hold Operation	ities and Services
USt. John's, Nfld Halifax Saint John Montreal. Ottawa. Toronto. Winnipeg Saskatoon—Regina. Edmonton—Calgary Vancouver	116.2 127.0 128.6 127.8 128.6 130.2 125.0 123.7 123.2 127.7	116.7 128.0 129.7 127.9 129.0 130.2 126.6 124.6 124.2 129.1	117.0 127.8 129.7 128.3 129.0 130.2 126.7 124.7 124.2 128.4	112.0 116.2 121.0 125.0 121.0 120.5 121.5 118.5 116.0 120.4	114.3 136.1 140.6 146.7 149.5 152.8 135.9 124.7 125.2 137.3	110.7 123.1 121.0 108.0 114.6 114.7 117.1 124.1 120.7 116.2	112.2 130.9 124.7 118.2 121.3 123.6 120.5 126.3 127.5 133.0	132.9 140.7 144.5 139.8 140.6 140.0 137.6 131.5 134.1 137.9

N.B. Indexes above measure percentage changes in prices over time in each city and should not be used to compare actual levels of prices as between cities.

⁽¹⁾ St. John's index on the base June 1951 = 100.

G—Strikes and Lockouts

Statistical information on work stoppages in Canada is compiled by the Economics and Research Branch of the Department of Labour on the basis of reports from the Unemployment Insurance Commission. The first three tables in this section cover strikes and lockouts involving six or more workers and lasting at least one working day, and strikes and lockouts lasting less than one day or involving fewer than six workers but exceeding a total of nine man-days. The number of workers involved includes all workers involved in the disputes leading to work stoppages. Workers indirectly affected, such as those laid off as a result of a work stoppage, are not included. For further notes on the series see page 422, April issue.

TABLE G-1-STRIKES AND LOCKOUTS, 1956-1961

	Strikes and	Strikes and Lockouts in Existence During Month or Year						
Month or Year	Lockouts	10000000		Duration in Man-Days				
Month of lear	Beginning During Month or Year	Strikes and Lockouts	Workers Involved	Man-Days	Per Cent of Estimated Working Time			
1956. 1957. 1958. 1959. *1960: June. July. August. September. October. November. December.	242 253 203 272 24 22 32 33 34 28	229 249 262 218 278 41 37 43 57 59 61 29	88,680 91,409 112,397 100,127 48,812 7,249 5,186 10,856 13,072 9,242 5,889 1,891	1,246,000 1,634,880 2,872,340 2,286,900 747,120 51,240 39,100 127,560 115,280 92,640 52,520 30,160	0.11 0.14 0.24 0.19 0.06 0.04 0.03 0.11 0.10 0.09 0.05 0.03			
*1961: January February March April May June	8 21 18	21 18 34 30 50 38	2,346 1,601 4,426 6,265 12,001 12,323	28,140 20,320 41,160 59,240 107,480 128,020	0.03 0.02 0.04 0.06 0.10 0.12			

^{*}Preliminary.

TABLE G-2—STRIKES AND LOCKOUTS, JUNE 1961, BY INDUSTRY

(Preliminary)

Industry	Strikes and Lockouts	Workers Involved	Man- Days		
Logging. Fishing. Mining. Manufacturing. Construction. Transportation, etc. Public utilities.	21 3 1	2,530 1,998 6,047 137	2,460 8,990 89,290 2,440		
Trade	4 1 4 38	82 4 1,525 12,323	1,320 50 23,470 128,020		

TABLE G-3—STRIKES AND LOCKOUTS JUNE 1961, BY JURISDICTION

(Preliminary)

Jurisdiction	Strikes and Lockouts	Workers Involved	Man- Days
Newfoundland Prince Edward Island	1	36	180
Nova Scotia New Brunswick	4	2,530 460	2,460 460
QuebecOntario	3 25	301 8,355	2,870 119,820
Manitoba	1	41	620
Alberta British Columbia		443	1,060
Federal		145	1,000
All jurisdictions	38	12,323	128,020

TABLE G-4-STRIKES AND LOCKOUTS INVOLVING 100 OR MORE WORKERS, JUNE 1961

(Preliminary)

Industry	n such to guider to	W l		tion in Days	Starting Date	Major Issues
Employer Location	Union	Workers Involved	June	Accu- mulated	Termination Date	Result
MINING— Coal etc. Old Sydney Collieries, Sydney Mines, N.S.	Mine Workers Loc. 4535 (Ind.)	600	600	600	June 19 June 20	Work assignment~Ret of workers pending neg tiations.
Old Sydney Collieries Sydney Mines, N.S.	Mine Workers Loc. 4535 (Ind.)	600	600	600	June 21 June 22	Dismissal of fell worker~Return of work pending negotiations.
Dominion Coal, \$20 Colliery Glace Bay, N.S.	Mine Workers Loc. 4529	200	130	130	June 26 June 27	Seniority as affected call-up from closed mine Return of workers.
Dominion Coal, #26 Colliery Glace Bay, N.S.	Mine Workers Loc. 4520 (Ind.)	1,130	1,130	1,130	June 26 June 27	Seniority preference workers from closed many and return of workers.
Manufacturing— Clothing Monarch Knitting Dunnville, Ont.	Textile Workers' Union Loc. 736 (AFL-CIO/CLC)	220	660	660	June 21 June 26	Change in piece-work ra- ~Return of workers original rates.
Printing, etc. Thirteen printing firms Regina, Sask.	Three printing trades unions (AFL-CIO/CLC)	157	550	550	June 14 June 20	Wages, hours, fringe bei fits~No wage increa reduction in hours, i proved fringe benefits.
Transportation Equipment Saint John Shipbuilding and Dry Dock Saint John, N.B.	Five shipbuilding unions (AFL-CIO/CLC and CLC)	460	460	460	June 1 June 2	Refusal to work wi workers hired during stri ~Return of workers.
Electric Auto Lite Point Edward, Ont.	Auto Workers Loc. 421 (AFL-CIO/CLC)	325	650	650	June 9 June 13	Method of handling grid ance Return of works pending further negotions.
Electrical Apparatus and Supplies Trane Company Toronto, Ont.	U.E. Loc. 512 (Ind.)	223	1,560	8,250	Apr. 19 June 12	Wages, hours, fringe be fits~9¢ an hr. incre over a three year peri improved seniority righ and fringe benefits.
Miscellaneous Manufacturing Industries				1200		THE R. P. LEWIS CO., LANSING
Sperry Gyroscope of Canada St. Laurent, Que.	I.U.E. Loc. 514 (AFL- CIO/CLC)	100	300	12,140	Sept. 15 June 6	Wages~7% increase.
CONSTRUCTION— Building contractors Toronto, Ont.	Building trades unions (Toronto Council AFL-CIO)	6,000	88,700	96, 200	May 29	Union Wages~.
TRANSPORTATION ETC. Transportation Paul Guilbault Company Grondines, Que.	CNTU—chartered local	137 (60)	2,440	4,080	-	Wages, working conditionsuspensions, layoffs~
SERVICE Government Service Municipality of Surrey Cloverdale, B.C.	Public Employees Loc. 402 (CLC)	421	840	2,740	May 25 June 5	Wages, vacations~5¢ hr. increase Jan. 1961, an hr. July 1961, imp ved vacation schedule.
Personal Service Royal York Hotel Toronto, Ont.	Hotel Employees Loc. 299 (AFL-CIO/CLC)	1,025	20,980	51,350	Apr. 24	Wages~

Figures in parentheses indicate the number of workers indirectly affected.